



November 17, 2025

7:00 PM

**AGENDA**

**Compliance with Open Meetings Act** - *in accordance with Section 84-1412 sub section eight (8) of the Reissue Revised State Statutes of the State of Nebraska 1943, as amended, one copy of all reproducible written material to be discussed is available to the public at this meeting for examination and copying. Persons wishing to address the Governing Body as an agenda item shall wait to be identified by the Mayor/Presiding Officer; then, after stating their name and address for the record, may proceed to speak. No person, other than the Council and the person having the floor will be permitted to enter any discussion without the permission of the Presiding Officer. Remarks shall be limited to five minutes unless extended or limited by the Presiding Officer (Res. 2011-18, copy in book)*

1. **Roll Call**
2. **Call to Order**

**Compliance with Open Meetings Act – In accordance with Section 84-1412 sub section eight (8) of the Reissue Revised State Statutes of the State of Nebraska 1943, as amended, one copy of all reproducible written material to be discussed is available to the public at this meeting for examination and copying. Persons wishing to address the Governing Body on an agenda item shall wait to be identified by the Mayor/Presiding Officer; then, after stating their name and address for the record, may proceed to speak. No person, other than the Council and the person having the floor will be permitted to enter any discussion without the permission of the Presiding Officer. Remarks shall be limited to five minutes unless extended or limited by the Presiding Officer (Res. 2011-18, copy in book)**

**\*Please silence your phones and other devices during the meeting.**

3. **Inform the public about the location of the Open Meetings Act posted in the Council Chambers and its accessibility to members of the public**
4. **Pledge of Allegiance**
5. **Consent Agenda**
  - 5.a. Approval of the minutes of the regular City Council meeting on Monday, October 20th
  - 5.b. Approval of the Treasurers Report for October
  - 5.c. Approval of the Enhancement Committee minutes on Monday, October 27th
  - 5.d. Approval of the Christmas in Calhoun minutes on Wednesday, November 12th
  - 5.e. Maintenance Report
  - 5.f. Washington County Sheriff's Statistics
6. **Consideration of items removed from the consent agenda if any**
7. **Bills presented for payment for November**

**Presentations/guests/SDL & special requests**
8. **Christmas in Calhoun Committee request to close 15th Street from Court to Monroe Street and Monroe Street from 15th Street to 16th Street on Saturday, November 29th from 4:00 p.m. – 8:00 p.m. for the Annual Tree Lighting and Parade of Lights**

**Unfinished Business**
9. **City Engineer**
  - 9.a. Review and accept the Certificate of Substantial Completion issued by JEO Consulting Group for the 2023 Monroe Street Extension

9.b. Review and approve Pay Application No. 4 for the 2023 Monroe Street Extension from ME Collins in the amount of \$95,969.19.

9.c. Review and accept the Certificate of Substantial Completion for the 2025 Betts Circle Drainage Repairs

**Introduction of ordinances and resolutions; first, second and third readings as required**

10. **Ordinance 816 Authorizing the Issuance of General Obligation Various Purpose Bonds in the principal amount of \$875,000 to provide financing for the costs of constructing improvements in Street Improvement District nos. 2022-1 and 2022-2**

**New Business**

11. **Vacant buildings discussion & appointment of committee**

12. **Approval for purchase of 2026 Chevrolet Silverado 2500 (based off Nebraska state contracts)**

13. **Approval for purchase of a new snow plow for \$9,700.00**

14. **Approval for sale of 2010 F250 by auction or sealed bid**

**Closed Session**

15. **To discuss Monroe Street litigation**

**Return to Open Session: Time:**

16. **Action taken during closed session**

**Motion for Adjournment:**

17. **Motion \_\_\_ Second \_\_\_**

**Time: \_\_\_\_\_**

## OCTOBER 20, 2025 CITY COUNCIL MINUTES

A regular meeting of the City Council of the City of Fort Calhoun, Nebraska, was held in open and public session at 7:03, on Monday, October 20, 2025, at the library/City Council chambers, 110 S 14th St, Fort Calhoun, NE.

Notice of the meeting was given in advance thereof by publication, said form of notice being a designated method for giving notice, an affidavit of publication being attached to these minutes.

Advance notice of this meeting was also given to the Mayor and all Council Members. The availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council Members.

In accordance with Section 84-1412 sub section eight (8) of the Reissue Revised State Statutes of the State of Nebraska 1943, as amended, one copy of all reproducible written material to be discussed is available to the public at this meeting for examination and copying.

Mayor Robinson stated persons wishing to address the Governing Body on an agenda item shall wait to be identified by the Presiding Officer; then, after stating their name and address for the record, may proceed to speak. No person, other than the Council and the person having the floor will be permitted to enter any discussion without the permission of the Presiding Officer. Remarks shall be limited to five minutes unless extended or limited and repetitive or cumulative remarks may be limited or excluded by the Presiding Officer.

Please note that the meeting minutes are not approved until the next regular City Council meeting.

On roll call, the following Council Members answered present: Bob Prieksat, Nick Schuler, John Kelly, and Kris Richardson.

Mayor Robinson publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held.

Mayor Robinson led those present in the Pledge of Allegiance.

With a quorum present, Mayor Robinson presided, and the clerk recorded the proceedings.

Member Prieksat made a motion seconded by member Schuler to approve/accept the following consent agenda: *September 15, 2025, Budget Hearing minutes; Treasurers Report for September; October 2, 2025 Park Committee minutes; September 29, 2025 Enhancement Committee minutes; October 15, 2025 Christmas in Calhoun minutes; September 2025 Washington County Sheriff's Statistics.* With members Richardson, Prieksat, Schuler, and Kelly voting "Aye", motion carried.

The September 15, 2025, City Council minutes were separated. The clerk noted an error in the minutes. Member Prieksat made a motion seconded by member Richardson for approval of the minutes with the amendment. With members Kelly, Richardson, Prieksat, and Schuler voting "Aye", motion carried.

Mayor Robinson presented the October bills. Motion by Prieksat second by Kelly to approve the following bills:  
ABE'S TRASH SERVICE, INC. - 375.75 - SER, ACCESS SYSTEMS LEASING - 392.18 - SER, ACREAGE LAWN & LANDSCAPE LLC - 300.00 - SER, AMGL CPAS & ADVISORS - 5150.00 - PROF, BUDDIES RENTALS - 150.00 - EXP, CENTRAL TAX & BOOKKEEPING SERVICES - 120.00 - SER, CITY OF BLAIR - 4513.53 - UTL, COLONIAL RESEARCH - 816.30 - SUP, CONOCO FLEET - 479.79 - FUEL, COX BUSINESS - 428.15 - UTL, Ci SHIRTS - 62.06 - EXP, DWEE-PUBLIC WATER OPERATORS - 115.00 - EXP, 115.00 - EXP, 115.00 - EXP, EMBRIS GROUP, LLC - 770.00 - PROF, 5932.50 - PROF, ENTERPRISE MEDIA GROUP - 221.06 - SER, 205.25 - SER, 173.83 - SER, GATEWAY DEVELOPMENT CORP. - 50.00 - EXP, GERALD CONRADSON - 410.00 - SER, HENTON TRENCHING, INC. - 19211.50 - CAPIMP, IDEAL PURE WATER - 26.00 - SER, JDW MIDWEST, LLC - 481.15 - SER, JEO CONSULTING GROUP, INC. - 2206.25 - PROF, 700.00 - PROF, JOHNSON SERVICE COMPANY - 23412.50 - SER, KAMB & C ENTERPRISES - 500.00 - SER, 150.00 - SER, 67.93 - SER, M.U.D. - 50.00 - UTL, 152.56 - UTL, NE DEPT REV -WASTE REDUC - 25.00 - TAX, NE DEPT REV-LOTTERY TAX - 1057.00 - , NE PUBLIC HEALTH ENV LAB - 267.00 - TEST, O.P.P.D. - 3944.42 - UTL, OMAHA NATIONAL TITLE COMPANY - 960.00 - SER, ONE CALL CONCEPTS, INC - 87.23 - SER, PAPIO-MISSOURI RIVER N. R. D. - 14642.61 - UTL, 1821.91 - UTL, POSTMASTER - 215.33 - EXP, TALBOT LAW OFFICE - 175.00 -

PROF, THIELE GEOTECH, INC. - 5637.50 - EXP, VERIZON WIRELESS - 119.79 - EXP, VISA - 3235.61 - EXP, WASHINGTON COUNTY SHERIFF - 7350.04 - SER, YOUNG & WHITE LAW OFFICES - 3735.70 - PROF, Total – 111127.43; with members Schuler, Kelly, Richardson, and Prieksat voting “Aye”, motion carried.

Eric Benson, 1807 Clay St, expressed his frustrations with the city staff. He stated he called the city three times before receiving his request for a copy of the maintenance workers job descriptions. He asked the council and mayor about a copy of the maintenance workers schedule. Benson is no longer requesting the reimbursement of \$45 for his time to fill ruts from maintenance workers picking branches and limbs from the storm.

Member Prieksat made a motion seconded by member Schuler to approve the request to close 15th Street at West Market Square Park on October 31st from 4:30 to 7:30 for the annual Trunk-or-Treat event. With members Richardson, Prieksat, Schuler, and Kelly voting “Aye”, motion carried.

Member Kelly made a motion seconded by member Prieksat to approve \$2,000 in Keno funds for the Fort Calhoun Fine Arts Boosters. With members Kelly, Richardson, Prieksat, and Schuler voting “Aye”, motion carried.

Member Schuler made a motion seconded by member Richardson to approve an agreement with Nye Technology for IT services. With members Schuler, Kelly, Richardson, and Prieksat voting “Aye”, motion carried.

Lucas Billesbach, City Engineer, gave an update on the 2023 Monroe Street Extension project. The project should be complete at the beginning of November. The cluster mailboxes were being installed soon.

Member Kelly made a motion seconded by member Richardson to approve Pay Application No. 3 for the 2023 Monroe Street Extension from ME Collins Contracting Co. in the amount of \$133,096.58. With members Prieksat, Schuler, Kelly, and Richardson voting “Aye”, motion carried.

Member Kelly made a motion seconded by member Prieksat to approve Task Order No. 22-002.03 with Embris Group, LLC to perform the Forcemain H2S Control Study for a not to exceed amount of \$12,500.00. With members Richardson, Prieksat, Schuler, and Kelly voting “Aye”, motion carried.

Member Prieksat introduced **Resolution 2025-7 Preliminary Engineering Services Supplemental Agreement** and moved for its passage and adoption. Member Kelly seconded the motion. On roll call the following voted “Aye”: Kelly, Richardson, Prieksat, and Schuler. The passage and adoption of said Resolution having been concurred by most of all members of the Council, the Mayor declared the Resolution adopted and, in the presence of the Council, signed and approved the Resolution and the Clerk attested the passage and approval of the same and affixed her signature thereto.

A true and complete copy of the said Resolution is as follows:

**Whereas:** City of Fort Calhoun is developing a transportation project for which it intends to obtain Federal funds; and

**Whereas:** City of Fort Calhoun as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** City of Fort Calhoun and JEO Consulting Group, Inc. wish to enter into a Professional Services Agreement to provide Preliminary Engineering Services for the Federal- aid project.

**Be It Resolved:** by the City Council of Fort Calhoun that:

Mitch Robinson, Mayor of Fort Calhoun, is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 2 between City of Fort Calhoun, Nebraska and JEO Consulting Group, Inc.

NDOT Project Number: TAP-89(36)

NDOT Control Number: 22926

NDOT Project Description: Fort Calhoun with Safe Transportation Alternatives

Adopted this 20<sup>th</sup> day of October, 2025 at Fort Calhoun, Nebraska.

Vacant properties discussion was tabled for next month.

The council discussed the option to provide dumpsters for fall clean-up. They decided to wait and discuss it at budget next year to include dumpsters for spring and fall.

Mayor Robinson announced the dates for open burn will October 31<sup>st</sup> – November 30<sup>th</sup>.

Following a motion and vote, Mayor Robinson declared the meeting adjourned at 7:57 p.m.

Mitch Robinson, Mayor

ATTEST: Alicia Koziol, City Clerk

For the period ending: 10/31/2025

**Fund Report**

<u>Description</u>	<u>Beginning Balance</u>	<u>Revenues</u>	<u>Expenses</u>	<u>Ending Balance</u>
General	1,263,301.87	95,794.67	31,510.64	1,327,585.90
Local Sales Tax	175,508.12	29,883.72	0.00	205,391.84
Street	-354,809.11	19,495.25	163,556.77	-498,870.63
Police	-614,326.79	0.00	7,350.04	-621,676.83
Fire	0.00	0.00	0.00	0.00
Building	65,364.17	0.00	0.00	65,364.17
Parks	-414,216.66	0.00	9,695.01	-423,911.67
Park Board	32,312.00	0.00	0.00	32,312.00
Water	427,259.66	-6,979.17	35,008.18	385,272.31
Sewer	572,378.32	3.11	60,778.98	511,602.45
Sewer Sinking	13,503.61	0.00	0.00	13,503.61
Lottery	140,782.24	1,776.51	0.00	142,558.75
Bond Retirement	307,414.04	40,460.91	0.00	347,874.95
Enhancement	3,914.47	0.00	62.06	3,852.41
Christmas in Calhoun	6,676.57	2,025.00	247.76	8,453.81
Adams St Plz Events	9,901.20	0.00	1,810.80	8,090.40
<b>Total All Funds</b>	<b>1,634,963.71</b>	<b>182,460.00</b>	<b>310,020.24</b>	<b>1,507,403.47</b>

Date Range

Starting: 10/1/2025

Ending: 10/31/2025

Fort Calhoun Enhancement Committee  
Fort Calhoun City Hall  
Monday, October 27, 2025 6:00pm  
MINUTES

**Call to Order:** by Judy Boyd at 6:00pm  
Announcement of Open Meeting Compliance

**Present:** Judy Boyd, Beth Dieteman, Amanda Donahoe, Nicole Fangman, Jackie Henderson, Lori Lammers, Lynn Teeter, Rose Therkildsen

**MINUTES:** Amanda moved to accept the September 29, 2025 meeting minutes; Beth seconded. Minutes approved.

**FINANCE:** \$3,346.46 balance. Have not received a bill from Mulhall's for the Serviceberry tree.

**OLD BUSINESS**

**Halloween Trunk-or-Treat**

Rose purchased condiments and cocoa, \$79.86 on Debit card.

Judy to purchase hot dogs, buns, cups

Judy bringing tablecloths, serving items, napkins, paper towels, cleanup items

Roasters – Amanda, Beth and Lynn to bring roasters to cook about 100 hot dogs in each

Cocoa – Lori and Nicole will bring coffee pots (100 & 30 cup) and water for the hot cocoa

Hang Caution Tape and FCEC banner

Arrive at 4:30 to set up

**Fall Cleanup** - Meet at the Suverkрубbe Memorial on Monday, November 10<sup>th</sup> at 10:30am.

We plan to do general fall cleaning at the Suverkрубbe Memorial, city hall, main street, north and south entrance areas.

**Fall Care** – New trees need about 1-inch of rain each week or watered an equal amount.

**Flowers and Watering** - We will discontinue watering flowers. After the freeze we will ask Corban to put the flowerpots in the shed for winter.

**Banners** - Put up patriotic flutter flag on Veterans' Day, November 11

**Christmas in Calhoun** is Saturday, December 13.

Hayrack Rides – discussed having chili and cinnamon rolls and giving glow in the dark” neck rings. We will decide at the November meeting.

**New Business** - Discussed a possible 250<sup>th</sup> Celebration of the United States in Fort Calhoun.

**Next Meeting** - Monday, November 24, 2025 at 6:00pm in Fort Calhoun City Hall.

**Adjourn** - Nicole moved to adjourn; Amanda seconded. Meeting adjourned at 7:20pm.  
Submitted by Lori Lammers

# Christmas in Calhoun

November 12, 2025

Meeting Minutes

Longhorn, 6:30 P.M.

Call to Order at 6:35 pm

Open meeting announcement.

Present: Pam Eby, Corban Helmandollar, Andy Faucher, Alicia Koziol, Katie Knight, Carson Pane, Mitch & Coleene Robinson, Rosie Therkilsen, and Kevin Willis.

## Financial Report

- \$8553.81

## Parade of Lights – Saturday, November 29, 2025

- Start/end same as last year.
- Same route as last year, add in Autumn Pointe parking lot.
- Boy Scouts-add to parade at 15<sup>th</sup> & Clay.

## Tree Lighting – Saturday, November 29, 2025

- Same setup as last year.
- Make sure speakers work.
- Tickets, tables, chairs will be there.
- Check with High School to make sure there will be traditional Christmas sing-a-long.

## Christmas in Calhoun – Saturday, December 13, 2025

- 735 gifts, need between 700-750, still want to get more men's gifts.
- Alicia coordinating the schedule/will go out first week of December.
- Donut holes from Connie's Bakery and cookies from CostCo.
- Museum will provide warming stations.
- Time for scavenger hunt moved up 30 minutes. See how this year goes to see if we keep that time or move to something different.

Next Christmas in Calhoun meeting is 6:30 pm on Wednesday, December 3<sup>rd</sup>, 2025, at Longhorn.

Meeting adjourned at 7:16 pm.

Submitted by Katie Knight

**Maintenance Tasks Completed Report  
October 17 – November 13, 2025**

**PUBLIC WORKS**

- NRD 1&2 read/logged daily all Three incoming meters
- Wastewater pump station daily inspection & log
  - Locates –
    - Half a day 10/17 all staff
    - 10/21
    - Most of day 10/24 all staff
    - 10/27
    - 10/30
    - 11/5
    - 11/7
    - 11/13
- Monthly & quarterly water samples taken
- Water meter's reading
- Data logs for Customers (11/3 guy found homeowners toilet was running)
- Water meters/readouts repaired, new installs or replacement (Repairs: 5 / New: 0 / Replace: 2)
- Water callout for homeowner concerns over low water pressure, found valve was partly shut off on the weekend
- Water quality concern from homeowner found no concern only at hose bib outside
- Emergency locates
- Respond to w/w alarms
- Locates for Windstream fiber
- Sewer outflow station damage continued repairs
- Cleaned up ww wet well after shutdowns for repairs
- Inspection sewer main repairs (10/21, 10/24, 10/23, 10/29)
- Setup sewer jetting map and scheduled with company
- Water flushing do to water quality issues for two days
- When to Sams to pickup paper towels and toilet paper
- City Hall: Mowed
- Shut down dump station water and winterized

**STREETS**

- Inspection of street every day during travel through city
- Cleaned storm drains on 14<sup>th</sup> and court
- Tap Grant Trail Project:
- Pushed up Tree Dump twice and opened for city wide clean up
- Inspection for Monroe St project daily
- Branches removed after wind storms can be every day or once or twice a week
- Swept around fire hall for pancake feed
- Inspected Betts Circle drainage for need of bigger rocks and ground cover
- Inspection of streets for the 2025-2026 crack and repair project
- Inspected street trees for up coming trimming with Lift
- Removed brine tank from maker for repairs and replaced took all staff a whole day
- Tree Trimming with Rental lift (10/30, 11/3, 11/4) all day
- Cleaned out City Hall gutters with lift
- Went to dollar general for free Pallet of sand
- Christmas light started installing on business (11/12, 11/13)

**EQUIPMENT MAINTENANCE**

- Vehicles were washed as needed
- Maintenance shop cleaned weekly
- Ordered and picked up parts
- Rental Lift broken company came out and repaired

**Maintenance Tasks Completed Report  
October 17 – November 13, 2025**

**PARKS**

- Daily Park checks and clean-up
- Branches removed after wind storms can be every day or once or twice a week
- Trash removed
- Ball diamond: daily check, trash, mowed,
- Pioneer Park: daily check, trash, mowed, trimmed
- WMS Park: daily check, trash, Mowed, trimmed
- Adams Street Plaza: daily check, trash, Mowed, trimmed
- Watered trees
- Pioneer dugout grass by swings and grated and rocked all playgrounds in park took all staff all day
- Went to the City of Blair to look at Christmas Decorations and came back to pick up
- WMS Park repaired gazebo lights
- Tree Trimming with lift (11/3, 11/5, 11/6)
- Blew out ball diamond bathrooms and sprinkler and splashpad which took ¾ of day and winterized
- Cones out for trick or trunk
- Call out for lights at gazebo for trick or trunk no charge for OT
- Unloaded water tank for tree watering and winterized
- Went to repair light at pioneer parking lot but OPPD replaced it which wasn't theirs
- Store air compressor put away winterizing tool and supplies

**MEETINGS**

- Council meeting
- Locate meets and calls – several
- Trail project
- Monroe St project
- Christmas in Calhoun
- WMS meeting about new planting in the rocks and bioswale
- Graduate students about Ai App for daily meter reading multiple meetings
- Employee meeting with Mayor
- Mayor with Corban
- Genoways and Mayor and Lucas
- Called about truck quotes
- Daily with maintenance staff to get updates on progress and instructions for the day
- Daily Maintenance staff wrap up for day and timecard logbook
- Maintenance staff to review and compile maintenance report for council

**CODE ENFORCEMENT**

- Meeting with Mayor
- Complaint filed on wheeler auto junk cars, construction debris. Letter sent, photos taken
- Complaint filed on 302 s. 16<sup>th</sup> , landscaping materials in public right of way. Letter sent, photos taken
- Code Enforcement Officer filed fence violation, 1103 Jefferson St. letter sent.
- Waiting on property responses



# Washington County Sheriff

## Contract Statistics Report for Fort Calhoun for the Month of October 2025

444 South 16th Street  
Blair, NE 68008  
402-426-6866

Time Frame	Time in HH:MM:SS
<b>Total Monthly Hours</b>	<b>229:47:31</b>
<b>Average Hours Per Week</b>	<b>51:53:15</b>
<b>Average Hours Per Day</b>	<b>7:24:45</b>
<b>Week 1 Total Hours</b>	<b>52:18:24</b>
<b>Week 2 Total Hours</b>	<b>52:43:22</b>
<b>Week 3 Total Hours</b>	<b>54:21:48</b>
<b>Week 4 Total Hours</b>	<b>53:31:48</b>
<b>Week 5 Total Hours</b>	<b>16:52:09</b>

Activity	Current Month	Previous Month
Warning	1	3
Citation	1	2
Parking Warnings	1	0
Arrest	2	1
Accident	1	0
Business Checks	439	415
Reports	3	1

# Check Approval List

11/14/2025 11:48:48 AM

City of Fort Calhoun

Page 1 of 1

<u>Pay#</u>	<u>Vend#</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Due Date</u>	<u>Amount</u>
4727	6	ABE'S TRASH SERVICE, INC.	2837528	TRASH SERVICE-OCT	11/20/2025	375.75
4741	603	ACCESS SYSTEMS LEASING	40400278	STANDARD PYMT-COPIER	11/15/2025	396.68
4733	128	BOMGAARS	10162025	SOCKET/STRINGLINE/EYEBALLS/A	11/16/2025	59.07
4720	634	BOWSER TRANSFER LLC	2077	ROAD GRAVEL-PIONEER PK	11/10/2025	1,301.65
4726		BUDDIES RENTALS	001274	PORTA POTTY-PIONEER PK	11/30/2025	150.00
4744		CENTRAL TAX & BOOKKEEPING SERV	28600	LOTTERY AUDIT: SEPT 2025	11/24/2025	120.00
4730	50	CITY OF BLAIR	110125	GALLONS-3,733,979	11/10/2025	4,631.44
4754	396	CONOCO FLEET	108326260	MONTHLY FUEL PURCHASES	11/21/2025	406.54
4731		COX BUSINESS	102525	INTERNET/PHONE SERVICES	11/10/2025	857.16
4739		EMBRIS GROUP, LLC	490	ENGINEERING ASSISTANCE: OCT	11/30/2025	1,100.00
4738		EMBRIS GROUP, LLC	497	FC MONROE ST CONSTRUCTION	11/30/2025	3,795.00
4750	18	ENTERPRISE MEDIA GROUP	301891	10.20.25 MTG MINS & CLAIMS	12/3/2025	98.29
4729	227	GATEWAY DEVELOPMENT CORP.	1818	2025 ANNUAL INVESTMENT-GOLD	11/20/2025	3,500.00
4737		IDEAL PURE WATER	10312025	WATER CITY HALL	11/30/2025	26.00
4756		JASON & AMY ELOFSON	11172025	REFUND ON WATER/SEWER ACCO	11/17/2025	93.64
4746	643	JDW MIDWEST, LLC	2510094	OCTOBER SERVICES	11/30/2025	4,134.01
4748		JEO CONSULTING GROUP, INC.	163353	FC ZONING ADMIN	11/30/2025	1,560.00
4723		JEO CONSULTING GROUP, INC.	165374	FC MONROE ST-WEST OF 16TH	11/20/2025	5,118.75
4749		JEO CONSULTING GROUP, INC.	166102	FC MONROE ST-WEST OF 16TH	11/30/2025	1,032.50
4747	488	JM ONLINE	27451	ANNUAL DOMAIN/SSL CERTIFICAT	12/1/2025	291.95
4735	9	M.U.D.	110325	MONTHLY GAS BILL	11/18/2025	71.87
4728	450	MULHALL'S LANDSCAPE	2-139006	TREE.PLANTING	11/20/2025	324.98
4725	28	NE PUBLIC HEALTH ENV LAB	596483	WATER TESTING	11/14/2025	278.00
4752	298	NEBRASKA SALES TAX	092025	SEPT SALES TAX	11/20/2025	3,003.78
4751	298	NEBRASKA SALES TAX	102025	OCTOBER SALES TAX	11/20/2025	3,308.49
4753	8	O.P.P.D.	11252025	MONTHLY ELECTRIC	11/25/2025	3,685.18
4740	421	ONE CALL CONCEPTS, INC	5100155	MONTHLY LOCATES	11/30/2025	86.29
4721	5	PAPIO-MISSOURI RIVER N. R. D.	101525	METER #1 & METER #2	11/5/2025	11,743.61
4722	5	PAPIO-MISSOURI RIVER N. R. D.	101525-2	METER #3	11/5/2025	1,672.50
4732	7	POSTMASTER	110423	WA/SE BILLS-NOV	11/4/2025	215.33
4736	427	TALBOT LAW OFFICE	10312025	MONTHLY SERVICES	11/30/2025	280.00
4743	114	THIELE GEOTECH, INC.	88262	MONROE STREET EXTENSION-MA	11/27/2025	2,563.50
4724	577	VERIZON WIRELESS	6126270642	MONTHLY CELL PHONES	11/9/2025	119.82
4755	477	VISA	10262025	ADOBE/SUPPLIES/C-IN-C GIFTS/M	11/19/2025	1,654.01
4742	181	WASHINGTON COUNTY BANK	10222025	Z-TRAK MOWER PYMT	11/1/2025	1,911.64
4745	435	WASHINGTON COUNTY ROADS ROAD	SALT-FC1	SALT/SAND	11/30/2025	2,295.00
						<b>\$62,262.43</b>

Report Selection: Check Approval List - By Vendor  
 Date Range Selection: GL Posting Date  
 Starting Date: 11/1/2025  
 Ending Date: 11/30/2025  
 Banks: All  
 Bank Acct#:  
 Include Printed Checks: **p**



Project	Project #	Stage	Funding Source	Recent Activity	Activity Needed	City Action Needed	Upcoming Deadline
Clay Street Drainage	Conceptual	Conceptual	GO Fund	Requested as a budget item in future year	Budget project for future year	Select budget year.	None
Sanitary Sewer Investigation	131216.13	Conceptual	Sewer Fund	Investigation was tabled until after manhole repairs completed.	None	None	None
West Monroe Street Paving District	131216.00 (General Engineering)	Construction	Paving District / Street Fund for City portion of work	Project has achieved substantial completion and road and driveways are open to use.	Approve substantial completion form. Complete a punch list and complete construction.	Approve Pay Application No. 4 and Substantial Completion	Construction complete by fall.
2020 7th and Monroe Intersection Improvements	131216.19	Post Construction	GO Fund	No recent activity.	Monitor warranty period.	None	None
2022 Lift Station Flood Protection Improvements	131216.28	Post Construction	HMGP / Sewer Fund	No recent activity.	Monitor warranty period.	None	None at this time.
Adams Street Corridor Phase 4 and 5	131216.29	Post Construction	Papio-Missouri River NRD/Private/Sales Tax	No recent activity.	Monitor warranty period.	None	None at this time.
Adams Street Plaza - Group B - Restroom and Shelter	131216.27	Post Construction	Sales Tax / Grants	No recent activity.	Monitor warranty period.	None	None at this time.
Transportation Alternatives (TAP) Grant	220002.00 (General Engineering)	Design	Grant / Sales Tax	Plans were delivered to state and city on October 17th.	Plans are to be finished to a 30% level so that environmental review work can commence throughout remaining 2025 and most of 2026.	None at this time.	Construction is currently slated for 2027.
Trail Extension Phase 3 & 4	230003.00	Post Construction	Grant / Sales Tax	No recent activity.	Monitor warranty period.	None	None at this time.
Speed Study	220002.00 (General Engineering)	Contracting	GO Fund	Study was adopted. Awaiting improvements to be included in TAP grant before further implementation.	None	None	None at this time.
Bett's Circle Drainage	220002.00 (General Engineering)	Post Construction	GO Fund	Project is complete.	Approve a substantial completion form for bonding purposes.	None	None at this time.
FLU Update	220002.00 (General Engineering)	Complete	GO Fund	Final FLU was adopted.	None	None	None
Forcemain H2S Control	22-002.03	Study	Sewer Fund	Task Order was approved. Embris is beginning study effort.	Prepare study.	None at this time.	None at this time.

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Fort Calhoun</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Embris Group, LLC</u>	<b>Engineer's Project No.:</b> <u>22-002.02</u>
<b>Contractor:</b> <u>M.E. Collins Contracting Co.</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>2023 Monroe Street Extention</u>	_____
<b>Contract:</b> _____	_____
<b>Application No.:</b> <u>4</u>	<b>Application Date:</b> <u>11/10/2025</u>
<b>Application Period:</b> <b>From</b> <u>10/14/2025</u>	<b>to</b> <u>11/10/2025</u>

1. Original Contract Price	\$	416,834.30
2. Net change by Change Orders	\$	44,952.40
3. Current Contract Price (Line 1 + Line 2)	\$	461,786.70
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	426,662.18
5. Retainage		
a. <u>5%</u> X <u>\$ 426,662.18</u> Work Completed =	\$	21,333.11
b. _____ X <u>\$ -</u> Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	21,333.11
6. Amount eligible to date (Line 4 - Line 5.c)	\$	405,329.07
7. Less previous payments (Line 6 from prior application)	\$	309,359.88
8. Amount due this application	\$	95,969.19
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	56,457.63

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** M.E. Collins Contracting Co.

**Signature:**  **Date:** 11/10/2025

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u>Andy Larkin</u>	<b>By:</b> _____
<b>Title:</b> <u>Resident Project Representative</u>	<b>Title:</b> _____
<b>Date:</b> <u>11/10/2025</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____



# PROGRESS ESTIMATE

Date: 10-Nov-25

PPE: 10-Nov-25

Project: 2023 Monroe St Extension, Fort Calhoun

To: [Embris Group](#)

Collins Project No: 252753

Contractor Estimate No.: 4

Attn: [Andy Larkin](#)

Original Contract Amount: \$ 416,834.30

Item	Description	Contract Qty		Qty To Date	Unit Price	Amount
1	Mobilization	1	LS	1.00	\$ 20,500.00	\$ 20,500.00
2	Clearing and Grubbing	1	LS	1.00	\$ 16,360.00	\$ 16,360.00
3	<b>Earthwork ( Measured in Embankment)</b>	<b>1625</b>	<b>CY</b>	<b>1,400.00</b>	<b>\$ 25.40</b>	<b>\$ 35,560.00</b>
4	Remove Driveway	174	SY	174.00	\$ 10.20	\$ 1,774.80
5	<b>Remove Pavement</b>	<b>108</b>	<b>SY</b>	<b>108.00</b>	<b>\$ 10.20</b>	<b>\$ 1,101.60</b>
6	Remove Headwall	1	EA	1.00	\$ 204.50	\$ 204.50
7	Remove Driveway Culvert	6	EA	6.00	\$ 511.30	\$ 3,067.80
8	Remove Roadway Culvert	33	LF	33.00	\$ 18.60	\$ 613.80
9	Remove Existing Riprap	1	LS	1.00	\$ 357.90	\$ 357.90
10	Remove Storm Sewer Inlet & Plug Pipe	1	EA	1.00	\$ 853.60	\$ 853.60
11	Remove Fire Hydrant (Salvage to Owner)	1	EA	1.00	\$ 3,067.80	\$ 3,067.80
12	Install 6" Fire Hydrant Assembly	1	EA	1.00	\$ 11,146.20	\$ 11,146.20
13	Adjust Manhole to Grade	4	EA	4.00	\$ 569.50	\$ 2,278.00
14	Remove Mailbox and Posts	9	EA	9.00	\$ 132.90	\$ 1,196.10
15	<b>7 " Concrete Pavement</b>	<b>2232</b>	<b>SY</b>	<b>2,150.00</b>	<b>\$ 66.50</b>	<b>\$ 142,975.00</b>
16	<b>6" Concrete Driveway</b>	<b>447</b>	<b>SY</b>	<b>447.00</b>	<b>\$ 59.10</b>	<b>\$ 26,417.70</b>
17	<b>Subgrade Preparation</b>	<b>2232</b>	<b>SY</b>	<b>2,100.00</b>	<b>\$ 3.10</b>	<b>\$ 6,510.00</b>
18	<b>Gravel Surface Course for Driveways</b>	<b>144</b>	<b>SY</b>	<b>144.00</b>	<b>\$ 16.40</b>	<b>\$ 2,361.60</b>
19	<b>6" Concrete Sidewalk</b>	<b>1357</b>	<b>SF</b>	<b>1,085.00</b>	<b>\$ 8.80</b>	<b>\$ 9,548.00</b>
20	<b>4" Concrete Sidewalk</b>	<b>2658</b>	<b>SF</b>	<b>2,125.00</b>	<b>\$ 7.10</b>	<b>\$ 15,087.50</b>
21	<b>Detectable Warning Panels</b>	<b>20</b>	<b>SF</b>	<b>10.00</b>	<b>\$ 36.30</b>	<b>\$ 363.00</b>
22	<b>Curb Inlet</b>	<b>5</b>	<b>EA</b>	<b>5.00</b>	<b>\$ 5,775.10</b>	<b>\$ 28,875.50</b>
23	Area Inlet	1	EA	1.00	\$ 7,445.30	\$ 7,445.30
24	15" RCP, Class III	20	LF	20.00	\$ 73.70	\$ 1,474.00
25	<b>18" RCP, Class III</b>	<b>299</b>	<b>LF</b>	<b>299.00</b>	<b>\$ 73.70</b>	<b>\$ 22,036.30</b>
26	<b>24" RCP, Class III</b>	<b>79</b>	<b>LF</b>	<b>79.00</b>	<b>\$ 94.60</b>	<b>\$ 7,473.40</b>
27	15" RCP FES	2	EA	2.00	\$ 1,095.00	\$ 2,190.00
28	<b>24" RCP FES</b>	<b>1</b>	<b>EA</b>	<b>1.00</b>	<b>\$ 1,507.00</b>	<b>\$ 1,507.00</b>
29	Rock Riprap, NDOR Type B	54	TON	54.68	\$ 112.70	\$ 6,162.44

30	Curb Inlet Sediment Filter	5	EA	0.00	\$ 307.60	\$ -
31	Area Inlet Sediment Filter	1	EA	1.00	\$ 396.60	\$ 396.60
32	Erosion Control Matting & Seeding	1850	SY	0.00	\$ 3.10	\$ -
<b>33</b>	<b>Silt Fence, High Porosity</b>	<b>676</b>	<b>LF</b>	<b>676.00</b>	<b>\$ 4.30</b>	<b>\$ 2,906.80</b>
34	Provide & Install Culster Mailbox	1	EA	0.00	\$ 5,823.90	\$ -
<b>35</b>	<b>Temporary Traffic Control Measures</b>	<b>1</b>	<b>LS</b>	<b>1.00</b>	<b>\$ 3,883.70</b>	<b>\$ 3,883.70</b>
CO 1.1	CONNECT TO EXISTING SEWER MAIN	2	EA	2.00	1,549.90	\$ 3,099.80
CO 1.2	CONNECT TO EXISTING MANHOLE	1	EA	1.00	1,411.30	\$ 1,411.30
CO 1.3	4" SDR 35 SEWER SERVICE	177	LF	168.00	94.20	\$ 15,825.60
CO 1.4	22.5* BEND	3	EA	2.00	159.90	\$ 319.80
CO 1.5	MOBILIZATION	1	LS	1.00	3,151.50	\$ 3,151.50
CO 2.0	LOWER 6" WATER MAIN	1	LS	1.00	\$ 13,376.70	\$ 13,376.70
<b>CO</b>	<b>Temporary Rock Surfacing</b>	<b>100</b>	<b>TN</b>	<b>55.94</b>	<b>\$ 67.60</b>	<b>\$ 3,781.54</b>

**Previous Requested Amounts:**

Estimate #1: \$94,388.86

Estimate #2: \$81,874.44

Estimate #3: \$133,096.58

**Estimate Prepared by :**



Eric Eddie, Project Manager

10-Nov-25

<b>TOTAL EARNED TO DATE:</b>		<b>\$ 426,662.18</b>
Retainage	5%	\$ (21,333.11)
Other Deductions		\$ -
<b>NET ESTIMATE TO DATE:</b>		<b>\$ 405,329.07</b>
Less Previous Requests:		<b>\$ 309,359.88</b>
<b>TOTAL DUE THIS ESTIMATE:</b>		<b>\$ 95,969.19</b>



**ORDINANCE NO. 816**

**AN ORDINANCE OF THE CITY OF FORT CALHOUN, NEBRASKA AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION VARIOUS PURPOSE BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$875,000) TO PROVIDE FINANCING FOR THE COSTS OF CONSTRUCTING IMPROVEMENTS IN STREET IMPROVEMENT DISTRICT NOS. 2022-1 AND 2022-2; PRESCRIBING CERTAIN TERMS AND FORM OF SUCH BONDS AND PROVIDING FOR THE SETTING OF CERTAIN TERMS AND FORM OF SUCH BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FORT CALHOUN, NEBRASKA:**

**Section 1.** The Mayor and Council of the City of Fort Calhoun, Nebraska (the “**City**”) hereby find and determine that the Council has duly created Street Improvement District Nos. 2022-1 and 2022-2 (collectively, the “**Districts**”) pursuant to Sections 17-509 and 17-516, Reissue Revised Statutes of Nebraska, as amended, and certain improvements were constructed in the Districts, all of which improvements have been completed and have been and are hereby accepted by the City; that the aggregate cost of such completed improvements as reported by the City’s special engineers and approved by the Mayor and Council, together with the costs of the issuance of the bonds herein authorized and other interim financing costs, is not less than \$875,000. After application of all funds available for such purpose the costs of such improvements, including engineering, legal, fiscal, financing and miscellaneous expenses, are not less than \$875,000; that the City has issued its Bond Anticipation Notes, Series 2023, in the principal amount of \$180,000, plus accrued interest, and has advanced other funds necessary to pay costs of the improvements in the Districts, which additional costs are expected to be reimbursed from proceeds of the bonds issued pursuant hereto; that all conditions, acts and things required by law to exist or to be done precedent to the issuance of bonds of the City in the amount of not to exceed \$875,000, all for the purpose of paying the cost of the improvements and related expenses heretofore described, do exist and have been done in due form and time as required by law.

**Section 2.** (a) The Mayor and Council further find and determine that all conditions, acts and things required by law to exist or to be done precedent to the issuance of General Obligation Various Purpose Bonds of the City in the principal amount of not to exceed \$875,000 pursuant to Sections 17-509 and 17-516, 18-1801, and 18-1802, Reissue Revised Statutes of Nebraska, as amended, to pay and reimburse the costs of improvements in the Districts, including engineering, legal, fiscal, financing and miscellaneous expenses, do exist and have been done as required by law. The Bonds shall consist of fully registered bonds without coupons, numbered from **R-1** upward, in denominations of **\$5,000** or any integral multiple thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Section 5**. The Bonds shall be dated the date of delivery thereof (the “**Date of Original Issue**”), shall be due and payable serially on the dates and in the amounts, and shall bear interest at the rates per annum all as provided in the Designation (described herein).

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & CO., or such other underwriting firm determined in the Designation, as initial purchaser (the “**Underwriter**”). In connection with such sale, the Mayor, City Clerk and City Treasurer (each, an “**Authorized Officer**”) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “**Designation**”), (i) the aggregate purchase price of the Bonds and the underwriting discount which shall not exceed 2.00% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title, dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$875,000, and the final maturity date, which shall not be later than December 15, 2040, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity, and any original issue premium or original issue discount, provided that the true interest cost of the Bonds shall not exceed 6.25%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Registrar and the form and content of any agreement between the City and such entity, (x) the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and/or redemption at or prior to maturity of any interim financing issued by the City to finance improvements in the Districts, (xi) the maturities of the Bonds allocated to costs attributable to the Sewer District and the maturities of the Bonds allocated to costs attributable to the Paving Districts, and (xii) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

The Authorized Officers, or each individually, are hereby authorized to irrevocably call any or all of the City’s bond anticipation notes issued to pay such improvements (the “Refunded Notes”) for redemption on such date or dates he or she determines appropriate, which date or dates shall each be a Redemption Date hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be, the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Notes and to take any and all other actions and approve and execute any and all other documents as deemed by them necessary or appropriate in connection with the redemption of the Refunded Notes on the Redemption Date.

(c) The Bonds shall be subject to redemption at the option of the City prior to the stated maturities thereof at any time on or after the fifth anniversary of the Date of the Original Issue (or on such other date as determined in the Designation), as a whole, or in part from time to time in such principal amount and from such maturity or maturities as the City, in its sole and absolute discretion shall determine, and in the event that less than all of the Bonds of any maturity are to be called for redemption, the particular Bonds of such maturity to be redeemed shall be selected by lot, at a redemption price of the amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

The Bonds shall be redeemed in whole multiples of \$5,000 and if any Bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount

thereof, Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this Ordinance.

Notice of redemption of Bonds stating their designation, date, maturity and principal amounts shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption to the registered owners at their most recent addresses appearing upon the books of registry, but failure to mail such notice shall not affect the proceedings for redemption. Notice of redemption need not be given to the holder of any Bond, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption who have not been given such notice as provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date. The City shall give written notice to the Registrar of its election to redeem Bonds at least forty-five days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the City with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as provided on or before the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called, and shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption, and shall continue to be protected by this Ordinance and entitled to the benefits and security hereof.

**Section 3.** Interest on the Bonds at the respective rates for each maturity is payable semiannually as determined in the Designation (each of such dates an “**Interest Payment Date**”) from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner’s address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such Interest Payment Date (the “**Record Date**”) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the Registrar is located, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

**Section 4.** Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the

Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Ordinance.

**Section 5.** The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF WASHINGTON  
CITY OF FORT CALHOUN  
GENERAL OBLIGATION VARIOUS PURPOSE BOND  
SERIES 2026**

No. R-

\$

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Issue</u>	<u>CUSIP Number</u>
	_____, 20____	_____, 2026	

**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL AMOUNT:**

**DOLLARS**

The **CITY OF FORT CALHOUN, NEBRASKA** (the “**City**”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning \_\_\_\_\_, 2026 (each of such dates an “**Interest Payment Date**”) until maturity or earlier redemption.

The Principal Amount and the interest due at maturity or upon redemption prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Bond Registrar and Paying Agent, \_\_\_\_\_ (the “**Registrar**”), upon presentation and surrender of this bond. Interest on this bond due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding the date on which interest on this bond is payable (the “**Record Date**”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available. For the prompt payment of this bond, both principal and interest at the time the same becomes due, the full faith, credit, resources and taxing powers of the City are hereby pledged.

The bonds of the series of which this bond is one are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after the fifth anniversary of the Date of Issue, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal

amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

Bonds shall be redeemed in whole multiples of \$5,000 and if any bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal thereof is to be redeemed, in such case upon the surrender of such bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Ordinance (hereinafter defined).

Notice of redemption of this bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, all as more particularly set forth in the Ordinance (hereinafter defined). Notice of redemption having been given as provided in the Ordinance (hereinafter defined), or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of \$5,000 and integral multiples thereof, of the total principal amount of \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City for the purpose of providing financing for various street and related improvements in the City, pursuant to Sections 17-516, 17-520, 18-1801, and 18-1802, Reissue Revised Statutes of Nebraska, as amended, and paying the costs of issuance of the series of bonds of which this bond is one. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance No. \_\_\_\_ of the City (the "**Ordinance**") duly enacted and by proceedings duly had by the Mayor and Council.

This bond is transferable by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Ordinance and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal of or interest on this bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of \_\_\_\_\_, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

The City has in the Ordinance designated such issue of bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended.

**IT IS HEREBY CERTIFIED AND WARRANTED** that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, except intangible property, in addition to all other taxes, which with other funds of the City available therefor, shall be sufficient in rate and amount to fully pay the principal and interest on said bonds as the same becomes due.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

**IN WITNESS WHEREOF**, the Mayor and Council have caused this bond to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and Clerk and have caused the City Seal to be impressed or imprinted hereon, all as of the Date of Issue set forth above.

**CITY OF FORT CALHOUN, NEBRASKA**

ATTEST:

By: \_\_\_\_\_ (Facsimile Signature)  
Mayor

By: \_\_\_\_\_ (Facsimile Signature)  
Clerk

[S E A L]

**BOND REGISTRAR AND PAYING AGENT'S  
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the series of bonds described in the within-mentioned Ordinance.

\_\_\_\_\_, Bond  
Registrar and Paying Agent

By:

\_\_\_\_\_  
—

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

—

Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_ agent to transfer the within Bond on the Bond Register  
kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

NOTICE: The signature to this assignment  
must correspond with the name of the  
Registered Owner as it appears upon the  
face of the within Bond in every particular.

Medallion Signature Guarantee:

**Section 6.** Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the “**Representation Letter**”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The City and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Bond from the Bond Participant while the Bonds are in book-entry form (each, a “**Beneficial Owner**”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the City and the Registrar to do so, the City and the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the City and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

- (i) any successor securities depository or its nominee;
- (ii) any persons, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of Section 3(d) of this Ordinance, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Bond Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel (including the City's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Bond Purchase Agreement (the "**Purchase Agreement**") to be entered into between the City and the Underwriter with respect to the purchase of the Bonds from the City, in such form as the Authorized Officer executing the Purchase Agreement shall in the exercise of his or her own independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable, or desirable in order to effectuate the issuance, sale, and delivery of the Bonds, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

**Section 7.** An Authorized Officer, or one or more of them, shall designate the Bond Registrar and Paying Agent (the "**Registrar**") for the Bonds in the Designation. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled "**Paying Agent and Registrar's Agreement**" between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner's attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the

principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The Registrar shall not be required to transfer Bonds for a period of 16 days next preceding any interest or principal payment date or to transfer any Bonds for a period of 30 days next preceding any date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day of the month immediately preceding the month in which interest on the Bonds is payable, addressed to such owner's registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

**Section 8.** After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Bond Purchase Agreement hereinafter approved.

**Section 9.** The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, except intangible property, in addition to all other taxes, which with other funds of the City available therefor, shall be sufficient in rate and amount to fully pay the principal of and interest on the Bonds as the same become due.

**Section 10.** The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to Underwriter.

**Section 11.** The City hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended (the "**Code**"), and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status (as to taxpayers generally) of interest payable on the Bonds. The City hereby authorizes the Authorized Officers, or any one or more of them, as and if appropriate, to designate the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenant and warrant on behalf of the City that the City does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest bearing obligations aggregating in principal amount more than

\$10,000,000 during the calendar year in which the Bonds are issued (taking into consideration the exception for current refunding issues). The City agrees to take all further actions, if any, necessary to qualify the Bonds herein authorized as such “qualified tax-exempt obligations” as and to the extent permitted by law.

**Section 12.** The proceeds of the Bonds shall be applied to pay the costs of the improvements in the Districts as described in Section 1 hereof, including repayment of the Refunded Notes and reimbursement of expenses already paid by the City for the costs of such improvements in the Districts, and issuance expenses for the Bonds. Pending such application the City Treasurer may hold such proceeds.

**Section 14.** The City’s obligation under this Ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

**Section 15.** Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Mayor, Treasurer, Clerk, City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, and payment at or prior to maturity of any interim financing issued to pay costs of improvements in the Districts, including, without limitation, and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds and redemption or payment at or prior to maturity of any interim financing issued to pay costs of improvements in the Districts. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City’s and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the

City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

**Section 16.** The Mayor and City Council hereby authorize the Authorized Officers, or each individually, to approve and deem final, within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, a preliminary offering circular or official statement with respect to the Bonds and the information therein contained and to approve and deliver a final offering circular or official statement for and on behalf of the City. The Authorized Officers, or any one or more of them, are hereby further authorized to take any and all actions and enter into any and all agreements and execute any documents deemed necessary or appropriate in connection with the issuance and sale of the Bonds, and any such actions previously taken are hereby ratified and confirmed.

**Section 17.** If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

**Section 18.** All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

**Section 19.** All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

**Section 20.** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of November, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

I, \_\_\_\_\_, the undersigned City Clerk for the City of Fort Calhoun, Nebraska, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the City Council on November \_\_\_\_, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

---

City Clerk

[SEAL]

**NOTICE OF PUBLICATION  
OF ORDINANCE NO. \_\_\_\_\_  
IN PAMPHLET FORM**

Public Notice is hereby given that at a meeting of the Mayor and Council of Fort Calhoun, Nebraska, held at \_\_\_\_\_ .m. on November \_\_\_\_, 2025, there was passed and adopted Ordinance No. \_\_\_\_ entitled:

**AN ORDINANCE OF THE CITY OF FORT CALHOUN, NEBRASKA AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION VARIOUS PURPOSE BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$875,000) TO PROVIDE FINANCING FOR THE COSTS OF CONSTRUCTING IMPROVEMENTS IN STREET IMPROVEMENT DISTRICT NOS. 2022-1 AND 2022-2; PRESCRIBING CERTAIN TERMS AND FORM OF SUCH BONDS AND PROVIDING FOR THE SETTING OF CERTAIN TERMS AND FORM OF SUCH BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS**

Said Ordinance was published in pamphlet form on November \_\_\_\_, 2025. Copies of said Ordinance as published in pamphlet form are also available for inspection and distribution at the Office of the City Clerk, in the City of Fort Calhoun, Nebraska.

\_\_\_\_\_  
City Clerk

[SEAL]

**Publish one time in the \_\_\_\_\_.**

**CERTIFICATE AS TO PUBLICATION IN PAMPHLET FORM**

The undersigned City Clerk for the City of Fort Calhoun, Nebraska, hereby certifies that Ordinance No. \_\_\_\_\_ as passed and approved by the Mayor and Council of the City of Fort Calhoun, Nebraska, at their meeting held on November \_\_\_\_\_, 2025, was published in pamphlet form on November \_\_\_\_\_, 2025 and that a true and correct copy of such Ordinance as so passed and published is attached hereto.

Dated this \_\_\_\_\_ day of November, 2025.

---

City Clerk

(SEAL)



## Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

# State - 2500 Crew LT 4x4 SWB

Prepared For: City of Fort Calhoun

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT





# Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

## Sid Dillon Fleet & Commercial

### Dealership Information

Sid Dillon Fleet & Commercial  
Wahoo, NE.

### Prepared By:

Ron Fullerton  
Sid Dillon Fleet & Commercial  
402-540-7578  
ron.fullerton@siddillon.com

Thanks!

## Price Summary

### PRICE SUMMARY

	Contract = 1625	MSRP
Base Price		\$56,000.00
Total Options	Base - 48,533	\$0.00
Vehicle Subtotal		\$56,000.00
Destination Charge		\$2,595.00
Grand Total		\$58,595.00

Plow prep - 300  
 220 Amp - 150  
 Skid plates - 150  
 Spray liner - 475

**\$49,608**

power driver seat - 1990

**\$51,598**

### Includes

- Telescoping wheel
- Convenience package
- heated ft. seats
- Fog lights
- LED cargo lights
- heated steering wheel
- remote start
- Dual zone A/c
- Defogger

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Data Version: 26912. Data Updated: Nov 5, 2025 6:49:00 PM PST.



# Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (  Complete )

## Selected Model and Options

### MODEL

CODE	MODEL
CK20743	2026 Chevrolet Silverado 2500HD 4WD Crew Cab 159" LT

### COLORS

CODE	DESCRIPTION
GAZ	Summit White

### OPTIONS

CODE	DESCRIPTION
1LT	LT Preferred Equipment Group includes standard equipment
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) (On Crew Cab and Double Cab models, not available with (PCM) Convenience Package II unless (PCL) LT Convenience Package I is ordered.)
FE9	Emissions, Federal requirements
GAZ	Summit White
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
H0U	Jet Black, Cloth seat trim
IOK	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)
JGD	GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels.)
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
MKM	Transmission, 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
PYQ	Wheels, 17" (43.2 cm) machined aluminum (STD)
QHQ	Tires, LT245/75R17E all-season, blackwall (STD)
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)

### Options Total

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# Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT ( Complete )

## Standard Equipment

### Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

### Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels.)

Push Button Start

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Trailer brake controller, integrated

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black (Not available with (VLQ) Chrome recovery hooks.)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exhaust, single, side

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Data Version: 26912. Data Updated: Nov 5, 2025 6:49:00 PM PST.



## Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT ( Complete )

### Exterior

Wheels, 17" (43.2 cm) machined aluminum (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome

Bumper, rear chrome

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Power outlet, bed mounted, 120-volt (400 watts shared with (K14) interior power outlet)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm])

Mirror caps, Black

Glass, deep-tinted

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, gate function manual with EZ Lift includes power lock and release (Deleted when (ZW9) pickup bed delete is ordered. Not available with (PCM) Convenience Package II unless (QK2) Multi-Flex tailgate is ordered.)

Door handles, body-color (Will be painted high gloss Black with (WPK) Trail Boss Package.)

### Entertainment

Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)

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# Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT ( Complete )

## Entertainment

### SiriusXM Trial Subscription

SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit [www.siriusxm.com](http://www.siriusxm.com) which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Wireless phone projection for Apple CarPlay and Android Auto

Steering wheel audio controls

Bluetooth for phone connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See [onstar.com](http://onstar.com) or dealer for details.)

## Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) (On Crew Cab and Double Cab models, not available with (PCM) Convenience Package II unless (PCL) LT Convenience Package I is ordered.)

Cloth seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, color-keyed carpeting

Floor mats, rubberized vinyl, front (Deleted when LPO floor liners are ordered.)

Floor mats, rubberized-vinyl rear (Not available with Regular Cab models. Deleted when LPO floor liners are ordered.)

Steering wheel, wrapped

Steering column, Tilt-Wheel, manual with wheel locking security feature

Driver Information Center, enhanced, 12.3" diagonal reconfigurable multicolor digital display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available with Regular Cab models.)

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# Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

## Interior

- Door locks, power
- Keyless Open and Start
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- USB Ports, 2, Charge/Data ports located on instrument panel
- USB ports, rear, dual, charge-only
- Power outlet, interior, 120-volt (400 watts shared with (KC9) bed mounted power outlet)
- Air conditioning, single-zone
- Air vents, rear, heating/cooling (Not available on Regular Cab models.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

## Safety-Mechanical

- Automatic Emergency Braking
- Front Pedestrian Braking
- StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

## Safety-Exterior

- Daytime Running Lamps with automatic exterior lamp control

## Safety-Interior

- Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
- HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
- Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
- Lane Departure Warning
- Following Distance Indicator
- Forward Collision Alert
- Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models.)

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# Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT ( Complete )

## Safety-Interior

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

## Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

## WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**16215 OC**

PAGE 1 of 2	ORDER DATE 09/25/25
BUSINESS UNIT 9000	BUYER BRENDA SENSIBAUGH (AS)
VENDOR NUMBER: 2131702	
VENDOR ADDRESS:  SID DILLON FORD INC 1750 COUNTY ROAD J WAHOO NE 68066-4014	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

## SEPTEMBER 29, 2025 THROUGH SEPTEMBER 28, 2026

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 122380 O8

Contract to supply and deliver Vehicle Market Basket (General Motors) to the State of Nebraska.

This is the initial term of the contract.

The contract may be renewed for one (1) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Point of Contact:  
Name: Ron Fullerton  
Phone: (402) 540- 7578  
E-Mail: Ron.Fullerton@Siddillon.com

For price sheet see, attachments A1.0 - C1.0.  
For options price sheet, see attachments D1.0 - F1.0.  
For minimum required specifications, see attachment G1.0.  
For delivery instructions, see attachment H1.0.

(JR 09/25/2025)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GENERAL MOTORS VEHICLE MARKET BASKET SEE ATTACHMENT A1.0 SEE ATTACHMENT B1.0 SEE ATTACHMENT C1.0	900,000.0000	\$	1.0000
2	GENERAL MOTORS OPTIONS SEE ATTACHMENT D1.0	500,000.0000	\$	1.0000

DS  


DocuSigned by:  
*Brenda Sensibaugh* 9/26/2025  
F8D079AE588F419 BUYER

DocuSigned by:  
 9/30/2025  
D5D6C0E236ED496 MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**16215 OC**

PAGE 2 of 2		ORDER DATE 09/25/25	
BUSINESS UNIT 9000		BUYER BRENDA SENSIBAUGH (AS)	
VENDOR NUMBER: 2131702			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SEE ATTACHMENT E1.0 SEE ATTACHMENT F1.0			



DS  
BS

BUYER INITIALS



16215 OC Attachment B1.0 General Motors Heavy Duty Trucks										
Bid Code	Make	Model	Cab	Bed	Year or Current Production Year	Body style	Manufacturer Base/ Regular Order Code	Drive	Sid Dillon Chevrolet	
<b>C13</b>	<b>Chevrolet</b>	<b>Silverado HD 2500</b>							<b>6.6L V8 Gas</b>	<b>6.6L Duramax® Turbo-Diesel V8</b>
C13B	Chevrolet	Silverado HD 2500	Reg	8'	2026	Truck	LT	4WD	\$ 46,043.00	\$ 54,934.00
C13H	Chevrolet	Silverado HD 2500	Crew	6'9"	2026	Truck	LT	4WD	\$ 48,533.00	\$ 57,423.00
<b>C13</b>	<b>Chevrolet</b>	<b>Silverado HD 2500</b>							<b>6.6L V8 Gas</b>	<b>6.6L Duramax® Turbo-Diesel V8</b>
C13J	Chevrolet	Silverado HD 2500	Crew	8'	2026	Truck	LT	4WD	\$ 49,767.00	\$ 58,658.00
<b>C14</b>	<b>Chevrolet</b>	<b>Silverado HD 3500</b>							<b>6.6L V8 Gas</b>	<b>6.6L Duramax® Turbo-Diesel V8</b>
C14B	Chevrolet	Silverado HD 3500	Reg	8'	2026	Truck	LT	4WD	\$ 47,130.00	\$ 56,021.00
<b>C14</b>	<b>Chevrolet</b>	<b>Silverado HD 3500</b>							<b>6.6L V8 Gas</b>	<b>6.6L Duramax® Turbo-Diesel V8</b>
C14D	Chevrolet	Silverado HD 3500	Double	8'	2026	Truck	LT	4WD	\$ 48,023.00	\$ 56,914.00
<b>C14</b>	<b>Chevrolet</b>	<b>Silverado HD 3500</b>							<b>6.6L V8 Gas</b>	<b>6.6L Duramax® Turbo-Diesel V8</b>
C14F	Chevrolet	Silverado HD 3500	Crew	6'9"	2026	Truck	LT	4WD	\$ 49,673.00	\$ 58,564.00
C14G	Chevrolet	Silverado HD 3500	Crew	8'	2026	Truck	LT	2WD	\$ 49,853.00	\$ 58,744.00

16215 OC Attachment C1.0 General Motors Emergency Services							
Bid Code	Make	Model	Year or Current Production Year	Body style	Drive		
<b>C19</b>	<b>Chevorlet</b>	<b>Silverado 1500 Special Service</b>				<b>5.3L EcoTec3 V8 engine</b>	
C19B	Chevrolet	Silverado 1500 Special Service	2026	Truck	4WD	\$ 42,583.00	
<b>C20</b>	<b>Chevrolet</b>	<b>Silverado 1500 Police Pursuit</b>				<b>5.3L EcoTec3 V8 engine</b>	
C20A	Chevrolet	Silverado 1500 Police Pursuit	2026	Truck	4WD	\$ 45,663.00	
<b>C23</b>	<b>Chevrolet</b>	<b>Express Transport Van</b>				<b>4.3L V6 engine</b>	<b>6.6L gas V8 engine</b>
C23A	Chevrolet	Express Transport Van 2500	2026	Regular	RWD	\$ 36,753.00	\$ 38,397.00
C23B	Chevrolet	Express Transport Van 3500	2026	Regular	RWD	\$ 39,933.00	\$ 41,767.00
C23C	Chevrolet	Express Transport Van 3500	2026	Extended	RWD	\$ 40,653.00	\$ 42,487.00
<b>Electric Vehicle</b>							

**16215 OC**  
**Attachment D1.0**  
**GENERAL MOTORS (GM) - Options**  
**\*NON-CORE/ CATALOG OPTIONS\***

Provide a Standard percentage (%) discount for additional options not listed or that may have not been released at the time of this bid. 3%

**NOTE: DISCOUNT PRECENT(%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP**

GM- Truck			Addition al Key/	Remote Vehicle	Protectiv e Vinyl	Reverse Sensing	Trailer/T owing	Extra Cost	Intergrat ed Brake	**Runnin g Boards	Front/ Rear	All Weather	Back up Camrea	Aluminum Toolbox	All Season	Aluminum Bed
<b>C11</b>	<b>Chevrolet</b>	<b>Colorado</b>														
C11A	Chevrolet	Colorado	450		Call	STD	985	595	985	Call	Call	280	STD	Call	350	Call
C11B	Chevrolet	Colorado	450	400	Call	STD	985	595	985	Call	Call	280	STD	Call	350	Call
C11C	Chevrolet	Colorado	450		Call	STD	985	595	985	Call	Call	280	STD	Call	350	Call
C11D	Chevrolet	Colorado	450	400	Call	STD	985	595	985	Call	Call	280	STD	Call	350	Call
<b>C12</b>	<b>Chevrolet</b>	<b>Silverado 1500</b>														
C12A1	Chevrolet	Silverado 1500	450		Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
C12B1	Chevrolet	Silverado 1500	450		Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
<b>C12</b>	<b>Chevrolet</b>	<b>Silverado 1500</b>														
C12C2	Chevrolet	Silverado 1500	450		Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
C12D2	Chevrolet	Silverado 1500	450		Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
<b>C12</b>	<b>Chevrolet</b>	<b>Silverado 1500</b>														
C12E	Chevrolet	Silverado 1500	450	400	Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
C12F	Chevrolet	Silverado 1500	450	400	Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
<b>C12</b>	<b>Chevrolet</b>	<b>Silverado 1500</b>														
C12G	Chevrolet	Silverado 1500	450	400	Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
C12H	Chevrolet	Silverado 1500	450	400	Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
GM- Truck			Front & Rear	Spray in Bed	Fibergl ass Bed	Tonne au Cover	Tonne au Cover	Locking Tailgate	Utility Box Paint	Snow Plow V	Snow plow					
<b>C11</b>	<b>Chevrolet</b>	<b>Colorado</b>														
C11A	Chevrolet	Colorado	Call	475	Call	Call	Call	STD	Call	Call						
C11B	Chevrolet	Colorado	Call	475	Call	Call	Call	STD	Call	Call						
C11C	Chevrolet	Colorado	Call	475	Call	Call	Call	STD	Call	Call						
C11D	Chevrolet	Colorado	Call	475	Call	Call	Call	STD	Call	Call						
<b>C12</b>	<b>Chevrolet</b>	<b>Silverado 1500</b>														
C12A1	Chevrolet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					
C12B1	Chevrolet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					
<b>C12</b>	<b>Chevrolet</b>	<b>Silverado 1500</b>														
C12C1	Chevrolet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					
C12D1	Chevrolet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					
<b>C12</b>	<b>Chevrolet</b>	<b>Silverado 1500</b>														
C12E	Chevrolet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					
C12F	Chevrolet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					
<b>C12</b>	<b>Chevrolet</b>	<b>Silverado 1500</b>														
C12G	Chevrolet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					
C12H	Chevrolet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					

**16215 OC**  
**Attachment E1.0**  
**GENERAL MOTORS (GM) - Options**  
**\*NON-CORE/ CATALOG OPTIONS\***

If marked with (\*\*) provide Manufacturer Brochure or specification related documents

Provide a Standard percentage (%) discount for additional options not listed or that may have not been released at the time of this bid. <b>NOTE: DISCOUNT PRECENT(%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP</b>	3%
--	----

<b>GM- Truck</b>			Spray in Bed liner	Front & Rear Splashguards	Protective Vinyl Body	Tonneau Cover soft	Tonneau Cover Hard	Fiberglass Bed Topper	Running Boards	Front/ Rear Splash Gards	All Weather	Aluminum Toolbox	Aluminum Bed Topper			
<b>C13</b>	<b>Chevorlet</b>	<b>Silverado HD 2500</b>														
C13B	Chevorlet	Silverado HD 2500	475	Call	Call	Call	Call	Call	Call	Call	Call	Call	Call			
<b>C13</b>	<b>Chevorlet</b>	<b>Silverado HD 2500</b>														
C13H	Chevorlet	Silverado HD 2500	475	Call	Call	Call	Call	Call	Call	Call	Call	Call	Call			
<b>C13</b>	<b>Chevorlet</b>	<b>Silverado HD 2500</b>														
C13J	Chevorlet	Silverado HD 2500	475	Call	Call	Call	Call	Call	Call	Call	Call	Call	Call			
<b>C14</b>	<b>Chevorlet</b>	<b>Silverado HD 3500</b>														
C14B	Chevorlet	Silverado HD 3500	475	Call	Call	Call	Call	Call	Call	Call	Call	Call	Call			
<b>C14</b>	<b>Chevorlet</b>	<b>Silverado HD 3500</b>														
C14D	Chevorlet	Silverado HD 3500	475	Call	Call	Call	Call	Call	Call	Call	Call	Call	Call			
<b>C14</b>	<b>Chevorlet</b>	<b>Silverado HD 3500</b>														
C14F	Chevorlet	Silverado HD 3500	475	Call	Call	Call	Call	Call	Call	Call	Call	Call	Call			
C14H	Chevorlet	Silverado HD 3500	475	Call	Call	Call	Call	Call	Call	Call	Call	Call	Call			



# 16215 OC

## Attachment G1.0

### Minimum Required Specifications

**NON-COMPLIANCE STATEMENT:**  
 Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your solicitation response. Non-compliance to any single specification can void your solicitation response.

Yes	No	No & Provide Alternative	Minimum Required Specifications (All items should be Original Equipment Manufacturer (OEM))	Notes/ Comments
X			Heating/ Air Conditioning w/ Controls	
X			Automatic Transmission	
X			Power Steering	
X			Power Windows	
X	x		Tilt /Expandable steering wheel	T+H
X			Power Locks	
X			AM/FM Radio	
X			Full Carpeting or Rubberized Floor Covering	
X			Floor Mats all areas	
X			Two Keys/ Key fobs with Keyless Entry	
X			Front & Rear License Plate Bracket	
X			Factory Headlights - High beam/ Low beam	
X			Mirrors (Side view and Rear view) Heated	
X			Parking Lights	
X			Dome light	
X			Tailights	
X			Reverse lights	
X			Hazard and Breaking lights	
X			Turn signals	
X			Safety Glass All Windows	
X			Lighting Controls	
X			Cruise Control with Controls	
		x	OEM Road side Assistance kit (To include but not limited to: carrying case, 3 DOT Compliant Warning Triangles, 1A:10BC Fire Extinguisher, Reflective safety vest, First aid kit w/assorted bandages)	
x			Tire Removal kit (To include but not limited to: Vehicle Jack, Tire lug nut removal tool, Anti theft lugnut tool (if applicable))	
x			Full Size Spare Tire (If full size spare tire is not applicable, vendor must reach out to agency for acceptable replacement.)	
x			Vehicle 100% Operatablity and Road ready	
x			All Fluids necessary for operation at full level	
x			Quarter (1/4) tank of fuel upon delivery	

# 16215 OC

## Attachment H1.0

### Delivery Instructions

**NON-COMPLIANCE STATEMENT:**  
 Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your solicitation response. Non-compliance to any single specification can void your solicitation response.

Price for drop shipment charges per mile outside the lincoln area. (Drop shipment charges apply to vehicles purchased by political subdivisions and other divisions of government)	\$ <u>  1  </u> per one (1) mile
---	-------------------------------------

Yes	No	No & Provide Alternative	Delivery Instructions	Notes/ Comments
Yes			All vehicles shall be delivered FOB Destination to the location on the purchase order in Lincoln, Nebraska in accordance with the Delivery Schedule shown on the purchase order.	
Yes			Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline.	
Yes			Vehicles showing lack of proper Vendor pre-delivery service shall be subject to rejection until the vehicle is properly serviced.	
Yes			Factory pre-delivery service is not acceptable.	
Yes			Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.	
Yes			Dealer nameplates, decals, etc. shall not be affixed to the vehicle.	
Yes			A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.	
Yes			After the vehicle has been fully serviced, the Vendor may deliver it by rail freight, truck transport or driven to the destination.	
Yes			Odometer mileage: a. Within a 200-mile radius of Lincoln (less than 200 miles on odometer) b. Outside the 200-mile radius of Lincoln (less than 450 miles on odometer).	
Yes			Delivery hours are between <b>9:00</b> AM and <b>3:00</b> PM, Monday through Friday, except Saturdays, Sundays and all State and Federal holidays.	
Yes			All deliveries must be scheduled with the Agency Representative.	

Yes			Vehicles will not be accepted if all paper work is not with the vehicle at the time of delivery.	
Yes			The original manufacturer's statement of origin or original title, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.	
Yes			Each vehicle shall be completely checked by the Vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.	
Yes			A signed copy of the PDI form shall be delivered with all other required documentation.	
Yes			Invoices to describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.	
Yes			Vendors may honor pricing and extend the contract to political subdivisions, cities, and counties. Political subdivisions, cities, and counties must adhere to the terms and conditions of the contract.	
Yes			Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The Vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply may result in the Vendor not being allowed to bid on future vehicle contracts.	
Yes			All equipment should accompany the vehicle upon delivery. For example, if the vehicle was ordered with floor mats and two (2) keys it must be delivered with the specified floor mats and two (2) keys.	

**State of Nebraska (State Purchasing Bureau)  
INVITATION TO BID FOR COMMODITIES CONTRACT**

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
122380 O8	July 3, 2025
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
July 25, 2025 2:00 p.m. Central Time	Joshua L Riekenberg

**PLEASE READ CAREFULLY  
SCOPE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for the purpose of selecting a qualified Bidder to provide Vehicle Market Basket (Ford General Motors, Stellantis, Toyota) for a commodity contract. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by the State and the Vendor (Parties). The Contract includes the option to renew for one (1) additional one (1) year period upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional Vendors to supply the solicited commodities, this solicitation may be used to procure the solicited goods for up to twelve (12) months from the date the Intent to Award is posted, provided that 1) the solicited goods will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the solicitation response was evaluated, and 3) the bidder will honor the bidder's original response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:  
<https://das.nebraska.gov/materiel/bidopps.html>

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter must be posted to a public website. The resulting contract, the solicitation and the successful Vendor's solicitation response will be posted to a public website managed by DAS, which can be found at: <https://statecontracts.nebraska.gov> and [https://www.nebraska.gov/das/materiel/purchasing/contract\\_search/index.php](https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php).

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all responses received regarding this Solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire solicitation response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE SOLICITATION IS PROPRIETARY. COST SHEETS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the State determines it is required to release withheld proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, or solicitation response for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a solicitation response, specifically waives any copyright or other protection the contract, or solicitation response may have; and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a solicitation response, and award of a contract. Failure to agree to the reservation and waiver will result in the solicitation response being found non-responsive and rejected.

Any entity awarded a contract or submitting a solicitation response agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature,

including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or solicitation response, awards, and other documents.

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## GLOSSARY OF TERMS

- Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance
- Addendum:** A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award).
- Agency:** All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations
- Agent/Representative:** A person authorized to act on behalf of another
- Amend:** To alter or change by adding, subtracting, or substituting
- Amendment:** A written correction or alteration to a document
- Appropriation:** Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use
- Automated Clearing House (ACH):** Electronic network for financial transactions in the United States
- Award:** All purchases, leases, or contracts which are based on competitive solicitations will be awarded according to the provisions in the solicitation
- Best and Final Offer (BAFO):** In a competitive solicitation, the final offer submitted which contains Vendor's most favorable terms for price
- Bid:** See Solicitation Response
- Bid Opening:** The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend
- Bidder:** A Vendor who submits a Solicitation Response
- Breach:** Violation of a contractual obligation by failing to perform or repudiation of one's own promise
- Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity
- Business Day:** Any weekday, except State-recognized holidays
- Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays
- Cancellation:** To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing at a later time
- Catalog/Non-Core:** A printed or electronic list of products a Vendor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items
- Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software
- Change Order:** Document that provides amendments to an executed purchase order or contract
- Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose
- Commodities:** Any equipment, material, supply, or goods; anything movable or tangible that is provided or sold
- Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results
- Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties
- Confidential Information:** See Proprietary Information
- Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions

**Contract Award:** Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act

**Contract Management:** The management of day-to-day activities at the agency which includes but is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Vendor

**Contract Period:** The duration of the contract

**Contractor:** See Vendor

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work

**Cost Sheet:** A required document that is completed by the vendor in the prescribed format to show the vendor's pricing to provide the commodities or perform the services requested.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a Vendor

**Default:** The omission or failure to perform a contractual duty

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract

**Evaluation:** The process of examining a solicitation response after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the solicitation response that relate to determination of the successful award

**Evaluation Committee:** Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period; not to be confused with "Renewal Period"

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the Vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country

**Goods:** See Commodities

**Installation Date:** The date when the procedures described in "Installation by Vendor" and "Installation by State" as found in the solicitation or contract are completed

**Interested Party:** A person acting in their personal capacity or an entity entering into a contract or other agreement creating a legal interest therein

**Invitation to Bid (ITB):** See Solicitation

**Late Solicitation Response:** A solicitation response received after the Opening Date and Time

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Vendor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently

**Mandatory:** Required, compulsory, or obligatory

**May:** Discretionary, permitted; used to express possibility

**Module (see System):** A collection of routines and data structures that perform a specific function of software

**Must:** See Shall

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

**Non-core:** See Catalog

**Non-Responsive Solicitation Response:** Any bid that does not comply with the requirements of the solicitation or cannot be evaluated against the other bids

**Nonnegotiable:** These clauses are controlled by state law and are not subject to negotiation

**Opening Date and Time:** Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources

**Outsourcing:** The contracting out of a business process that an organization may have previously performed internally or for which an organization has a new need to an independent organization from which the process is purchased back

**Payroll & Financial Center (PFC):** Electronic procurement system of record

**Performance Bond:** An insurance agreement accompanied by a monetary commitment by which a third party (the surety) accepts liability and guarantees that the Vendor fulfills any and all obligations under the contract

**Personal Property:** See Commodities

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination

**Point of Contact (POC):** The person designated to receive communications and to communicate

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption

**Program Error:** Code in Licensed Software that produces unintended results or actions or that produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract

**Proposal:** See Solicitation Response

**Proprietary Information:** Trade secrets, academic and scientific research work that is in progress and unpublished or other information that if released would give advantage to business competitors and serve no public purpose. See Neb. Rev. Stat. § 84-712.05(3). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to the solicitation or resultant contract under SPB's Protest Policy.

**Quote:** See Solicitation Response

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent used by the State as recommended by the Vendor

**Release Date:** The date of public release of the solicitation

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions; not to be confused with "Extension"

**Responsible Bidder:** A Vendor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance

**Responsive Bidder:** A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

**Shall:** An order/command; mandatory

**Should:** Expected; suggested, but not necessarily mandatory

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software

**Solicitation:** A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

**Solicitation Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Vendor will not withdraw the solicitation response

**Solicitation Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

**Solicitation Response:** An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract

**Subcontractor:** Individual or entity with whom the Vendor enters a contract to perform a portion of the work awarded to the Vendor

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Vendor as functioning or being capable of functioning, as an entity

**Termination:** Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives

**Third-Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested party to the contract or agreement

**Trade Secret:** Information, including but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4))

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or Vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office

**Upgrade:** Any change that improves or alters the basic function of a product of service

**Vendor:** An individual or entity lawfully conducting business with the State, or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract.

**Vendor Performance Report:** A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications

**Will:** See Shall

**Work Day:** See Business Day

## ACRONYM LIST

**ACH** – Automated Clearing House

**ARO** – After Receipt of Order

**BAFO** – Best and Final Offer

**COI** – Certificate of Insurance

**CPU** – Central Processing Unit

**DAS** – Department of Administrative Services

**F.O.B.** – Free on Board

**ICT** – Information and Communication Technology

**ITB** – Invitation to Bid

**NIGP** – National Institute for Governmental Purchasing

**PA** – Participating Addendum

**RFP** – Request for Proposal

**SPB** – State Purchasing Bureau

# I. PROCUREMENT PROCEDURE

## A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing Vehicle Market Basket (Ford General Motors, Stellantis, Toyota) at a competitive and reasonable cost.

Solicitation responses shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Solicitation responses may be found non-responsive if they do not conform to the solicitation.

## B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

ITB Number: 122380 O8  
Name: Joshua Riekenberg, Procurement Contract Officer(s)  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
E-Mail: [as.materieelpurchasing@nebraska.gov](mailto:as.materieelpurchasing@nebraska.gov)

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the Vendor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications, or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by POC; and
3. Contact required for negotiation and execution of the final contract.

*The State reserves the right to reject a Vendor's solicitation response, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*

## C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.

ACTIVITY		DATE/TIME
1.	Release solicitation	July 3, 2025
2.	Last day to submit written questions ShareFile link for uploading questions: <a href="https://nebraskastategov.sharefile.com/r-r5c8f2de45c9d40da97f4dac4e1fd10d9">https://nebraskastategov.sharefile.com/r-r5c8f2de45c9d40da97f4dac4e1fd10d9</a>	July 11, 2025
3.	State responds to written questions through a solicitation "Addendum" to be posted to the Internet at: <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>	July 17, 2025
4.	FORD - Bid Opening – Online via Webex Meeting  IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY THE OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.  ShareFile Electronic Solicitation Response submissions Link: <a href="https://nebraskastategov.sharefile.com/r-rfd2206a23b3c4f34b5525edd2e7a1e32">https://nebraskastategov.sharefile.com/r-rfd2206a23b3c4f34b5525edd2e7a1e32</a>  Join Webex Meeting <a href="https://sonvideo.webex.com/sonvideo/j.php?MTID=m8915fa55827563831904b8a3af7a3906">https://sonvideo.webex.com/sonvideo/j.php?MTID=m8915fa55827563831904b8a3af7a3906</a> Webinar number: 2488 189 4019 Webinar password: WZeeB2gYA52 ( 99332249 when dialing from a phone or video system)  Join by phone +1-408-418-9388 United States Toll Access code: 2488 189 4019 <a href="#">Global call-in numbers</a>	July 25, 2025 2:00 PM Central Time

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to SPB and clearly marked "Solicitation Number 122380 O8; Vehicle Market Basket (Ford, General Motors, Stellantis, Toyota) Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the ShareFile link provided in the Schedule of Events, Section I.C. It is recommended that Vendors submit questions using the following format.

Solicitation Reference	Section	Solicitation Page Number	Question

Written answers will be posted at <https://das.nebraska.gov/materiel/bidopps.html> per the Schedule of Events.

**E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)**

All Bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>. This should be accomplished prior to execution of the contract.

**F. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject solicitation responses, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a solicitation response on behalf of another Party or entity; and
5. Colluding with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the solicitation response, or prejudice the State.

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process and throughout the term of this contract for the awarded bidder and their subcontractors.

**G. DEVIATIONS FROM THE SOLICITATION**

The requirements contained in the solicitation (Sections II through V) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through V must be clearly defined by the bidder in its solicitation response and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, solicitation requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

**H. SUBMISSION OF SOLICITATION RESPONSES**

The State is only accepting electronic responses submitted in accordance with this solicitation. The State will not accept bids by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

It is the bidder's responsibility to ensure the solicitation response is received electronically by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted via ShareFile by the date and time of the opening per the Schedule of Events. No late solicitation responses will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/material/bidopps.html>.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the solicitation response is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the solicitation response as non-conforming.

The ShareFile link for uploading Solicitation Response(s) is provided in the Schedule of Events, Section I.C.

**\*\*\*UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS THAT CAN ONLY BE ACCESSED WITH A PASSWORD\*\*\***

1. **Bidders must submit responses via ShareFile using the solicitation submission link.**  
Note: Not all browsers are compatible with ShareFile. Currently Google Chrome, Internet Explorer, Microsoft Edge, Safari, and Firefox are compatible. After the bidder clicks the solicitation submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

ShareFile link for uploading solicitation response(s) provided in the Schedule of Events, Section I.C.

- a. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.
  - i. If duplicated responses are submitted, the State will retain only the most recently submitted response.
  - ii. If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
  - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.
  
- b. **ELECTRONIC SOLICITATION RESPONSE FILE NAMES**  
The bidder should clearly identify the uploaded solicitation response files. To assist in identification the bidder should use the following naming convention:
  - i. 122380 O8, Company Name  
If multiple files are submitted for one solicitation response, add number of files to file names:  
122380 O8 Company Name File 1 of 2.  
122380 O8 Company Name File 2 of 2.
  - ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:  
122380 8 Company Name Response 1 File 1 of 2.

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation in order for the bidder's solicitation response to be evaluated.

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

**I. SOLICITATION PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by bidders in replying to this solicitation, including any activity related to bidding on this solicitation.

**J. FAILURE TO COMPLY WITH SOLICITATION**

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's solicitation response,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension or Debarment of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

**K. SOLICITATION RESPONSE CORRECTIONS**

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
  - a. Corrected 122380 O8 Company Name Response #1 File 1 of 2,
  - b. Corrected 122380 O8 Company Name Response #2 File 2 of 2, etc.

Changing a solicitation response after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**L. LATE SOLICITATION RESPONSES**

Solicitation Responses received after the time and date of the opening will be considered late responses. Late responses will be considered non-responsive. The State is not responsible for responses that are late or lost regardless of cause or fault.

**M. BID OPENING**

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses WILL NOT be available for viewing by those present at the opening. Responses will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

**N. SOLICITATION REQUIREMENTS**

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are as follows:

- a. Original Contractual Agreement Form signed manually in ink or by DocuSign;
- b. Clarity and responsiveness;
- c. Completed Sections II through V;
- d. Completed Manufacturer Cost Sheet attachments.

**O. EVALUATION COMMITTEE**

Solicitation Responses are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this Solicitation may result in the rejection of this response and further administrative actions.

**P. EVALUATION OF SOLICITATION RESPONSES**

All solicitation responses that are deemed responsive to the solicitation will be evaluated based on the following:

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section I.H.I.H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible Vendor, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident Vendor, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a solicitation response in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the "Contractual Agreement Form" under "Vendor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the Vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service,
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),

3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the Vendor from consideration of the preference.

**Q. BEST AND FINAL OFFER**

Each bidder should provide its best offer with their original solicitation response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one. If requested by the State, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

**R. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a response to this solicitation, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a solicitation response, withdraw an intent to award, or rescind the award of a contract.

**S. AWARD**

The State reserves the right to evaluate solicitation responses and award contracts in a manner using criteria selected at the State's discretion and in the State's best interest. After evaluation of the bids, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the date and time of an opening;
3. Waive deviations or errors in the State's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a Vendor's competitive position;
4. Accept or reject a portion of or all of a solicitation response;
5. Accept or reject all responses;
6. Withdraw the solicitation;
7. Elect to re-release the solicitation;
8. Award single lines or multiple lines to one or more Vendors; or,
9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Vendor qualifications and capabilities;
6. State contract management requirements and/or costs;

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the internet at: <https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the internet. Grievance and protest procedure is available on the internet at: [https://das.nebraska.gov/materiel/docs/NE\\_DAS\\_Materiel\\_Purchasing\\_Agency-SPB\\_Policy\\_23\\_07\\_Protest\\_Policy.pdf](https://das.nebraska.gov/materiel/docs/NE_DAS_Materiel_Purchasing_Agency-SPB_Policy_23_07_Protest_Policy.pdf)

**T. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a response on an "all or none" or "lump sum" basis but should also submit a response on an item-by-item basis. The term "all or none" means a conditional response which requires the purchase of all items on

which responses are offered and bidder declines to accept award on individual items; a "lump sum" response is one in which the bidder offers a lower price than the sum of the individual responses if all items are purchased but agrees to deliver individual items at the prices quoted.

**"LUMP SUM" OR "ALL OR NONE" RESPONSES SHOULD BE CLEARLY IDENTIFIED ON THE FIRST PAGE OF THE SOLICITATION AND COST SHEET (IF APPLICABLE)**

**U. REJECTION OF SOLICITATION RESPONSES**

The State reserves the right to reject any or all responses, wholly or in part, in the best interest of the State.

**V. PRICES & COST CLARIFICATION**

Discount and Price provisions are discussed in Sections III.F. and III.G. The State reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) The State may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), the State may reject a bid if the price is not reasonable or realistic.

**W. SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator or his or her designee will be the sole judge of equivalency. The Vendor may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation will so state. Any item within the solicitation response is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**X. CORE LIST AND CATALOG/NON-CORE**

The State of Nebraska intends to enter into a Contract(s) for state agencies and/or facilities. The contract(s) will be for a list of common use items identified as a Core List and additional items identified as a Catalog/Non-Core List. Catalog/Non-Core List items shall be represented by a catalog or current manufacturer price list(s) containing items not called out in the Core List, as shown in Attachments GM6 GM7 GM8 GM9 GM10, F6, F7, F8, F9, F10, S4, S5, S6,T3, T4, 122380 O8, COST SHEET.

- a. The Core List shall contain the most repetitively purchased items and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The Core List shall be subject to a greater discount than the Catalog/Non-Core item list. The State will not accept substitutions on the products listed on the Core List.
- b. The Core List identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Item list based on usage.
- c. Catalog/Non-Core List items are defined as those additional items available from the Vendor not listed as part of the Core List. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer Vendor's price list(s). The discount percentage for the Catalog/Non-Core items shall remain firm for the duration of the contract period. Vendor must clearly state the date of the catalog or price list used and provide a copy of the catalog to the State Purchasing Bureau upon request.
- d. All items not included on the Core List shall be considered Catalog/Non-Core Items.
- e. At the request of the State Purchasing Bureau, the Vendor shall block availability on certain Catalog/Non-Core items as identified by State Purchasing Bureau (i.e., printing, weapons, furniture, vehicles, micrographic equipment/copiers, mail equipment, and office supplies).
- f. Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. The State will not accept substitutions.
- g. A manufacturer's model/number has been provided for each item, if requested.
- h. In those cases where items may have been more than one brand name, the Vendor may submit a solicitation response on either brand. Please indicate which brand was proposed. Vendor must complete Attachments GM6 GM7 GM8 GM9 GM10, F6, F7, F8, F9, F10, S4, S5, S6,T3, T4, 122380 O8, COST SHEET. Pay special attention to the unit of measure.

- i. The pricing structure, consisting of all pricing formulas and pertinent information, for all non-core items must be clearly defined and documented for future auditing purposes.
- j. The percentage discount rate for Catalog/Non-Core items or categories will not decrease during the life of the contract.
- k. A firm percentage rate must be quoted by item or category, but a percentage range will not be considered by item or category.

After award of the contract(s), the Vendor shall supply additional copies of the current catalog or price list used for this solicitation for distribution to any requesting state agency at no charge within ten (10) business days of request.

Additional catalogs and/or price lists may be required and shall be provided without charge.

Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request and without charge.

Vendor will not substitute any Core List item that has been awarded without prior written approval of State Purchasing Bureau.

**Y. ALTERNATE/EQUIVALENT SOLICITATION RESPONSES**

Vendor may offer solicitation responses which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such responses if, in the judgment of SPB, the response will result in goods and/or services equivalent to or better than those which would be supplied in the original solicitation specifications. Vendor must indicate on the solicitation the manufacturer's name, number and shall submit with their response, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous response will not satisfy this provision. Responses which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the response will be accepted as in strict compliance with all terms, conditions and specification, and the Vendor shall be held liable therefore.

**Z. SOLICITATION TABULATIONS**

Solicitation tabulations are available on the website at: <https://das.nebraska.gov/materiel/bidopps.html>.

## II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	<b>Exceptions:</b> (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
✓		

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Vendor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the solicitation response. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) Party has a particular clause, then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

### A. GENERAL

1. The contract resulting from this solicitation shall incorporate the following documents:
  - a. Solicitation including any attachments and addenda;
  - b. Questions and Answers;
  - c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
  - d. Addendum to Contract Award (if applicable); and
  - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers,

4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

**C. BUYER'S REPRESENTATIVE**

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Nonnegotiable)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this contract must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. BEGINNING OF WORK & SUSPENSION OF SERVICES**

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Vendor. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

**F. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**G. CHANGE ORDERS OR SUBSTITUTIONS**

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find

necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

**\*\*\*Vendor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**H. RECORD OF VENDOR PERFORMANCE**

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Solicitation specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

**I. NOTICE OF POTENTIAL VENDOR BREACH**

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**J. BREACH**

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Vendor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Vendor. The State may recover from the Vendor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Vendor's breach. OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies.

**K. NON-WAIVER OF BREACH**

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**L. SEVERABILITY**

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**M. INDEMNIFICATION**

**1. GENERAL**

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this solicitation.

**3. PERSONNEL**

The Vendor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractors and their employees, provided by the Vendor.

**4. SELF-INSURANCE (Statutory)**

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this contract, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

**5. ALL REMEDIES AT LAW**

Nothing in this contract shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, Vendors or assigns or by third persons, arising out of and during the performance of this lease shall be determined according to applicable law.

6. The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**N. ATTORNEY'S FEES**

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

**O. ASSIGNMENT, SALE, OR MERGER**

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**P. CONTRACTING WITH OTHER POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE**

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**Q. FORCE MAJEURE**

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to an unforeseeable natural or man-made event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**R. CONFIDENTIALITY**

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**S. EARLY TERMINATION**

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days' written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;

- b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code;
- g. Vendor intentionally discloses confidential information;
- h. Vendor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

**T. CONTRACT CLOSEOUT**

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

- 1. Transfer all completed or partially completed deliverables to the State,
- 2. Transfer ownership and title to all completed or partially completed deliverables to the State,
- 3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
- 4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
- 5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
- 6. Return or vacate any state owned real or personal property; and,
- 7. Return all data in a mutually acceptable format and manner.

Nothing in this section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

**U. AMERICANS WITH DISABILITIES ACT**

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

**V. ACCEPTABLE BRANDS**

Products proposed must be the brand AND model numbers as specified on each line of the Solicitation Document. The State will not be accepting alternatives to the brands specified (Ford, General Motors, Stellantis, Toyota).

**W. ACCEPTABLE GOODS**

All products proposed shall be of the latest manufacture in production as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features.

Used, demonstrator, prototype, or discontinued equipment is not acceptable. Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the solicitation response on the IDENTICAL equipment proposed.

Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the solicitation response.

If manufacturer's information necessary to show compliance with these specifications is not attached to the solicitation response, the Vendor may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the solicitation response.

**X. DELIVERY ARO**

Delivery desired within 180 days after receipt of order(s).

At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

**Y. ORDERS**

Orders will be placed either by, phone, e-mail, or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.

Vendor shall provide a certificate of title for each vehicle purchased that is free and clear of any lien, security interest, or encumbrance of any kind. The Vendor shall indemnify, defend, and hold harmless the State of Nebraska from any claim, litigation or loss to the certificate of title.

**Z. QUALITY**

Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.

A guarantee of satisfactory performance by the Vendor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this solicitation.

Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.

**AA. PACKAGING**

Packages are to be clearly marked with size, weight, color, quantity, and the purchase order number.

Packaging must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.

### III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
✓		

**A. INDEPENDENT VENDOR / OBLIGATIONS**

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Vendor's solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Vendor warrants that all persons assigned to the project shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,

6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

Vendor shall ensure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

**B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)**

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

**C. EMPLOYEE WORK ELIGIBILITY STATUS**

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)**

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

**E. COOPERATION WITH OTHER VENDORS**

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on the same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

**F. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**G. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the solicitation response shall remain fixed and valid commencing on the opening date of the solicitation until the contract terminates or expires.

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

**H. PERMITS, REGULATIONS, LAWS**

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**I. ANTITRUST**

The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**J. CONFLICT OF INTEREST**

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.

**K. STATE PROPERTY**

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**L. SITE RULES AND REGULATIONS**

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

**M. ADVERTISING**

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**N. DISASTER RECOVERY/BACK UP PLAN**

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

**O. DRUG POLICY**

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**P. WARRANTY**

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.

The Vendor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.

**Q. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

**R. USAGE REPORT**

The Vendor shall, upon request by the State Purchasing Bureau, provide a usage report of this contract by state agencies and political subdivisions.

The reporting period may be determined based on need and may include the following:

- a. Agency name, item(s), and dollar amount and shall include the information of the time period requested.
- b. Fill rate information for Core List and Catalog/Non-Core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders.

Usage reports by agency and statewide indicating the numbers of each Core List and Catalog/Non-Core item sold.

Any additional report the State Purchasing Bureau may deem necessary.

**S. MOTOR VEHICLE INDUSTRIES REGULATION ACT**

All Vendors must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, Chapter 60, Article 14 at time of bid opening. Solicitation responses will only be accepted from Vendors who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.

**T. PART 571-FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

The Federal Standards and Regulations in this section are in addition to the clauses below. All vehicles in the solicitation response must meet the Regulations and Safety Standards found in the Electronic Code of Federal Regulations (e-CFR) links.

[https://www.ecfr.gov/cgi-bin/textidx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&tpl=/ecfrbrowse/Title4\\_9/49cfrv6\\_02.tpl#500](https://www.ecfr.gov/cgi-bin/textidx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&tpl=/ecfrbrowse/Title4_9/49cfrv6_02.tpl#500)

<https://www.ecfr.gov/cgi-bin/textidx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&node=pt49.6.571&rqn=div5>

**U. LIFE CYCLE COST**

1. Life-cycle cost information will be captured in a formula to allow a comparison between the price based on acquisition costs and the price based on life cycle costs.
2. Vendor must provide a price based on acquisition costs according to specifications. Vendors will not be required to submit a price based on life-cycle costs. In order for a Vendor's submission to be considered on the basis of life cycle costs, the Vendor must supply the information requested on the Life-Cycle Cost Analysis for Heavy Equipment / Vendor Submission form provided by SPB. Life-cycle cost information considered for purposes of a solicitation response will include only the life-cycle cost information as submitted with the solicitation response by the Vendor. SPB will not add any additional information or stipulate to the creditability of any information provided and /or not provided in the form. If a Vendor fails to complete any of the information requested for a price based on life-cycle costs, the solicitation response will be disqualified from further consideration for a contract based on life-cycle costs. The Vendor's solicitation response based on acquisition costs will be considered if the requirements of that solicitation are met independently of the solicitation based on life-cycle costs.
3. Life-cycle cost comparisons will be based upon the Life-Cycle Cost per Hour, which will be calculated using information provided by the Vendors and the State as indicated in the Life Cycle Cost Analysis Form.
4. The Vendor or authorized representative will be required to sign the Life-Cycle Cost Analysis – Heavy Equipment Vendor Submission form and certify that the information is true and accurate. Additionally, the Vendor is informed on the form that a Vendor Performance Report may be submitted by the purchasing agency and possible suspension may occur if the data provided proves to be inaccurate throughout the life of the equipment proposed.
5. SPB may award multiple contracts meeting specification: one based on low acquisition cost and one based on life-cycle cost. If no life-cycle cost solicitation response is submitted, the award will only be based on acquisition cost.
6. The procuring agency may select either contract: low acquisition cost contract or the life-cycle cost contract.

**V. AUTHORIZED DEALER & WARRANTY**

To the extent required by the manufacturer, the Vendor shall be an authorized dealer. Vendor may be required to substantiate that they are an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.

The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.

**W. ENVIRONMENTAL PROTECTION AGENCY HIGHWAY MILEAGE**

Provided separately, when available, EPA highway mileage (Gas and E85) rates from the Fuel Economy Guide: [www.fueleconomy.gov](http://www.fueleconomy.gov)

**X. MODEL YEAR "CUT-OFF" & "BUILD OUT" DATES**

The Vendor is to provide, with their bid, the model year "Cut-off" date(s), if known. If the "Cut-Off" date is not available at the time of bidding, the Awarded Vendor(s) should contact SPB immediately when "Cut-off" dates are announced by the Awarded Vendor(s)/Manufacturer(s).

The Vendor is responsible for providing SPB the following "Cut-Off" & "Build Out" date(s) information immediately for vehicles that have been awarded through the State:

1. The "Cut-Off" and/or "Build Out" date(s).
2. The Corresponding Contract number(s) for each "Cut-Off" and/or "Build Out" date(s) is in the Email "Subject Line" and in the body of the Email.
3. The reason for the "Cut-Off" date(s), if known.

Submitting Model Year Order "Cut-Off" date(s) does not change the awarded contract period and does not automatically terminate the contract. In the event the Vendor is not able to offer the Contracted current model year vehicle, at the contracted price or below, it is the Vendor's responsibility to notify SPB immediately.

Send current Model Year Order "Cut-Off" date(s) and any pertinent vehicle information via email to: DAS State Purchasing Bureau [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

**Y. DELIVERY LOCATIONS / INSTRUCTIONS**

Vendor must provide products to all applicable delivery locations/instructions.

**Please see 122390 O8 Attachment A Delivery, for delivery location/ Instructions**

## IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
✓		

- A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**  
Neb. Rev. Stat. § 81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."
- B. TAXES (Nonnegotiable)**  
The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.
- C. INVOICES (Nonnegotiable)**  
Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**
- D. INSPECTION AND APPROVAL**  
Final inspection and approval of all work required under the contract shall be performed by the designated State officials.
- The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**E. PAYMENT (Nonnegotiable)**

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

**F. LATE PAYMENT (Nonnegotiable)**

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)**

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)**

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds [one-half of one percent] (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. TECHNICAL SPECIFICATIONS

### A. VENDOR INSTRUCTIONS

Vendor must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Vendor to qualify for the award.

“YES” response means the Vendor guarantees they can meet this condition.

“NO” response means the Vendor cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Vendor’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Vendor’s alternative is an acceptable alternative.

### B. NON-COMPLIANCE STATEMENT

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any non-compliance may result in your solicitation response being deemed as non-responsive.

It is the responsibility of Vendors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Vendor.

### C. Vehicle Market Basket

YES	NO	NO & PROVIDE ALTERNATIVE	
Bidders must complete specific manufacturer market baskets in their entirety. Partially completed documents may be deemed nonresponsive and will not be evaluated.			
Vendor will provide a build out sheet of any vehicle bid if requested by the State			
Required with all bids Completed attachment A Cover sheet Completed attachment B Delivery			
			See attached documents for General Motors Market Basket <ul style="list-style-type: none"> <li>• Attachment GM1 (Sedans – SUVs- Cross)</li> <li>• Attachment GM2 (Vans)</li> <li>• Attachment GM3 (Light Duty Trucks)</li> <li>• Attachment GM4 (Heavy Duty Trucks)</li> <li>• Attachment GM5 (Emergency Services)</li> <li>• Attachment GM6 (SUV Options)</li> <li>• Attachment GM7 (Van Options)</li> <li>• Attachment GM8 (Light Duty Trucks - Options)</li> <li>• Attachment GM9 (Heavy Duty Trucks - Options)</li> <li>• Attachment GM10 (Emergency Services - Options)</li> </ul>

	NA		<p>See attached documents for Ford Market Basket</p> <ul style="list-style-type: none"> <li>• Attachment F1 (SUVs)</li> <li>• Attachment F2 (Vans)</li> <li>• Attachment F3 (Light Duty Trucks)</li> <li>• Attachment F4 (Heavy Duty Trucks)</li> <li>• Attachment F5 (Emergency Services)</li> <li>• Attachment F6 (SUV Options)</li> <li>• Attachment F7 (Van Options)</li> <li>• Attachment F8 (Light Duty Trucks - Options)</li> <li>• Attachment F9 (Heavy Duty Trucks - Options)</li> <li>• Attachment F10 (Emergency Services - Options)</li> </ul>
	NA		<p>See attached documents for Stellantis Market Basket</p> <ul style="list-style-type: none"> <li>• Attachment S1 (Sedans – SUVs- Cross)</li> <li>• Attachment S2 (Trucks)</li> <li>• Attachment S3 (Emergency Services)</li> <li>• Attachment S4 (Sedans – SUVs- Cross – Options)</li> <li>• Attachment S5 (Trucks- Options)</li> <li>• Attachment S6 (Emergency Services - Options)</li> </ul>
	NA		<p>See attached documents for Toyota Market Basket</p> <ul style="list-style-type: none"> <li>• Attachment T1 (SUVs)</li> <li>• Attachment T2 (Trucks)</li> <li>• Attachment T3 (SUV Options)</li> <li>• Attachment T4 (Truck– Options)</li> </ul>
<p><b>NOTES/COMMENTS:</b></p>			

## CONTRACTUAL AGREEMENT FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

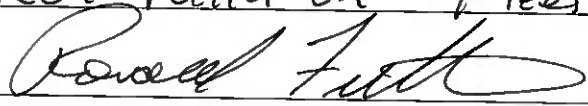
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

**NEBRASKA VENDOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

### THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Sid Dillon Chevrolet
ADDRESS:	1750 County Rd J, Wahoo NE
PHONE:	402-540-7578
EMAIL:	ron.fullerton@sidillon.com
BIDDER NAME & TITLE:	Ron Fullerton - Fleet Manager
SIGNATURE:	
DATE:	

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	Same as above
TITLE:	
PHONE:	
EMAIL:	

# Attachment 2.0

## Delivery

**NON-COMPLIANCE STATEMENT:**

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your solicitation response. Non-compliance to any single specification can void your solicitation response.

Price for drop shipment charges per mile outside the lincoln area.

(Drop shipment charges apply to vehicles purchased by political subdivisions and other divisions of government)

\$ 1.00 per one (1) mile

Yes	No	No & Provide Alternative	Delivery Instructions	Notes/ Comments
✓			All vehicles shall be delivered FOB Destination to the location on the purchase order in Lincoln, Nebraska in accordance with the Delivery Schedule shown on the purchase order.	
✓			Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline.	
✓			Vehicles showing lack of proper Vendor pre-delivery service shall be subject to rejection until the vehicle is properly serviced.	
✓			Factory pre-delivery service is not acceptable.	
✓			Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.	
✓			Dealer nameplates, decals, etc. shall not be affixed to the vehicle.	
✓			A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.	
✓			After the vehicle has been fully serviced, the Vendor may deliver it by rail freight, truck transport or driven to the destination.	
✓			Odometer mileage: a. Within a 200-mile radius of Lincoln (less than 200 miles on odometer) b. Outside the 200-mile radius of Lincoln (less than 450 miles on odometer).	
✓			Delivery hours are between 9:00 AM and 3:00 PM, Monday through Friday, except Saturdays, Sundays and all State and Federal holidays.	
✓			All deliveries must be scheduled with the Agency Representative.	
✓			Vehicles will not be accepted if all paper work is not with the vehicle at the time of delivery.	
✓			The original manufacturer's statement of origin or original title, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.	
✓			Each vehicle shall be completely checked by the Vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.	
✓			A signed copy of the PDI form shall be delivered with all other required documentation.	

✓			Invoices to describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.	
✓			Vendors may honor pricing and extend the contract to political subdivisions, cities, and counties. Political subdivisions, cities, and counties must adhere to the terms and conditions of the contract.	
✓			Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The Vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply may result in the Vendor not being allowed to bid on future vehicle contracts.	
✓			All equipment should accompany the vehicle upon delivery. For example, if the vehicle was ordered with floor mats and two (2) keys it must be delivered with the specified floor mats and two (2) keys.	

# Vehicle Market Basket - 122380 08

## Cover Sheet - Attachment 1.0

**NON-COMPLIANCE STATEMENT:**  
 Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any non-compliance may void your solicitation response. Non-compliance to any single specification can void your solicitation response.

Yes	No	No & Provide Alternative	Minimum Required Specifications (All items should be Original Equipment Manufacturer (OEM))	Notes/ Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Heating/ Air Conditioning w/ Controls	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Automatic Transmission	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Power Steering	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Power Windows	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tilt /Expandable steering wheel	TIF
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Power Locks	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		AM/FM Radio	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Full Carpeting or Rubberized floor Covering	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Floor Mats all areas	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Two Keys/ Key fobs with Keyless Entry	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Front & Rear License Plate Bracket	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Factory Headlights - High beam/ Low beam	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Mirrors (Side view and Rear view) Heated	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Parking Lights	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dome light	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Tailights	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Reverse lights	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Hazard and Breaking lights	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Turn signals	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Safety Glass All Windows	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Lighting Controls	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Cruise Control with Controls	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		DEM Road side Assistance kit (To include but not limited to: carrying case, 3 DOT Compliant Warning Triangles, 1A:10BC Fire Extinguisher, Reflective safety vest, First aid kit w/assorted bandages)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tire Removal kit (To include but not limited to: Vehicle Jack, Tire lug nut removal tool, Anti theft lugnut tool (if applicable))	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Full Size Spare Tire (If full size spare tire is not applicable, vendor must reach out to agency for acceptable replacement.)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Vehicle 100% Operability and Road ready	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		All Fluids necessary for operation at full level	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Quarter (1/4) tank of fuel upon delivery	

**SOLICITATION ADDENDUM ONE  
QUESTIONS AND ANSWERS**

**SOLICITATION NUMBER: 122380 O8  
Vehicle Market Basket (Ford, General Motors, Stellantis, Toyota)  
Opening Date: July 25, 2025, 2:00 p.m. Central Time  
Addendum Effective Date: July 17, 2025**

**Questions and Answers**

The following are the questions submitted and answers provided for the above-mentioned solicitation. The questions and answers are to be considered as part of the solicitation. It is the responsibility of bidders to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>ITB Section Reference</u>	<u>ITB Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	V	23-24	<p>Will you be coming out with additional Model Solicitations or requests in the Truck Lineup like in the past?</p> <p>Example the Work Trucks in the Silverado 1500s, Double and Crew Cabs along with All of the HD Silverado Series = 2500s and 3500s, Reg, Double and Crew Cabs.</p> <p>What about Silverado 3500 Series Cab Chassis in Reg, Double and Crew Cab Models?</p>	<p>The state will not be releasing any future solicitations for the 2026 model year market basket.</p> <p>For any vehicle not listed within the market basket, bidders should utilize the additional line of each section of the cost sheet that reads:</p> <p>"Provide a standard percentage (%) discount for additional manufacturer models not listed above or that may have not been released at the time of this bid"</p>
2.	V	23-24	<p>Do you have a specific Manufacturer and part number for the OEM Roadside Assistance Kit requested for the bid?</p> <p>There are quite a number of different options with varied pricing. I also haven't been able to source a product that has a carrying case to include a fire extinguisher.</p>	<p>The state has no specific part number to reference.</p> <p>If the bidder is unable to meet all elements of the specification, the bidder should mark "no and provide alternative" and detail the alternative that is being proposed.</p>

This addendum will be incorporated into the solicitation.

**Attachment GM3  
General Motors  
Light Duty Trucks**

Bidding Instructions:  
 Bidder must bid a specification level that meets or exceeds the minimum requirements.  
 These requirements can be found on the Minimum Requirements Cover Sheet (Attachment A).  
 Any alternative bid will be excluded from evaluation but may be incorporated into a resulting contract award.

Bid Code	Make	Model	Cab	Bed	Year or Current Production Year	Body style	Manufacturer Base/Regular Order Code	Drive	Engine	Engine	Engine	Engine
C11	Chevrolet	Colorado	Crew	Short	2026	Truck	Work Truck	2WD	2.7L Turbo	2.7L Turbo Plus	2.7L TurboMax	N/A
C11A	Chevrolet	Colorado	Crew	Short	2026	Truck	Work Truck	2WD	30584	30584	30584	
C11B	Chevrolet	Colorado	Crew	Short	2026	Truck	LT	2WD	33911	33911	33911	
C11C	Chevrolet	Colorado	Crew	Short	2026	Truck	Work Truck	4WD	33633	33633	33633	
C11D	Chevrolet	Colorado	Crew	Short	2026	Truck	LT	4WD	36960	36960	36960	
C12	Chevrolet	Silverado 1500	Reg	6'6"	2026	Truck	Work Truck	2WD	2.7L TurboMax	5.3L EcoTec3 V8	6.2L EcoTec3 V8	3.0L Duramax® Turbo-Diesel
C12A1	Chevrolet	Silverado 1500	Reg	6'6"	2026	Truck	Work Truck	2WD	38157	N/A	N/A	N/A
C12A2	Chevrolet	Silverado 1500	Reg	6'6"	2026	Truck	LT	2WD	35840	N/A	N/A	N/A
C12B1	Chevrolet	Silverado 1500	Reg	6'6"	2026	Truck	Work Truck	4WD	N/A	N/A	N/A	N/A
C12B2	Chevrolet	Silverado 1500	Reg	6'6"	2026	Truck	LT	4WD	N/A	N/A	N/A	N/A
C12	Chevrolet	Silverado 1500	Reg	8'	2026	Truck	Work Truck	2WD	2.7L TurboMax	5.3L EcoTec3 V8	6.2L EcoTec3 V8	3.0L Duramax® Turbo-Diesel
C12C1	Chevrolet	Silverado 1500	Reg	8'	2026	Truck	Work Truck	2WD	22344	N/A	N/A	N/A
C12C2	Chevrolet	Silverado 1500	Reg	8'	2026	Truck	LT	2WD	N/A	N/A	N/A	N/A
C12D1	Chevrolet	Silverado 1500	Reg	8'	2026	Truck	Work Truck	4WD	36023	36913	N/A	N/A
C12D2	Chevrolet	Silverado 1500	Reg	8'	2026	Truck	LT	4WD	N/A	N/A	N/A	N/A
C12E	Chevrolet	Silverado 1500	Double	6'6"	2026	Truck	LT	2WD	2.7L TurboMax	5.3L EcoTec3 V8	6.2L EcoTec3 V8	3.0L Duramax® Turbo-Diesel
C12F	Chevrolet	Silverado 1500	Double	6'6"	2026	Truck	LT	4WD	39640	42332	N/A	43608
C12G	Chevrolet	Silverado 1500	Crew	5'8"	2026	Truck	LT	2WD	42043	44234	N/A	46018
C12H	Chevrolet	Silverado 1500	Crew	5'8"	2026	Truck	LT	4WD	2.7L TurboMax	5.3L EcoTec3 V8	6.2L EcoTec3 V8	3.0L Duramax® Turbo-Diesel
C12I	Chevrolet	Silverado 1500	Crew	5'8"	2026	Truck	LT	2WD	41727	44918	N/A	45118
C12J	Chevrolet	Silverado 1500	Crew	6'6"	2026	Truck	LT	4WD	44133	46985	N/A	47524
C12K	Chevrolet	Silverado 1500	Crew	6'6"	2026	Truck	LT	2WD	2.7L TurboMax	5.3L EcoTec3 V8	6.2L EcoTec3 V8	3.0L Duramax® Turbo-Diesel
C12L	Chevrolet	Silverado 1500	Crew	6'6"	2026	Truck	LT	4WD	42000	44692	N/A	45968
C12M	Chevrolet	Silverado 1500	Crew	6'6"	2026	Truck	LT	4WD	44403	47043	N/A	48331

Provide a standard percentage (%) discount for additional Manufacturer Models not listed above or that may have not been released at the time of this bid.

NOTE: DISCOUNT PERCENT (%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP

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**Attachment GM4  
General Motors  
Heavy Duty Trucks**

**Bidding Instructions:**  
Bidder must bid a trim/options level that meets or exceeds the minimum requirements. These requirements can be found on the Minimum Requirements Cover Sheet (Attachment A). Any alternative bid will be excluded from evaluation but may be incorporated into a resulting contract award

Bid Code	Make	Model	Cab	Bed	Year or Current Production Year	Body style	Manufacturer Base/Regular Order Code	Drive	Engine	Engine
C13	Chevrolet	Silverado HD 2500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8
C13A	Chevrolet	Silverado HD 2500	Reg	8'	2026	Truck	LT	2WD	N/A	N/A
C13B	Chevrolet	Silverado HD 2500	Reg	8'	2026	Truck	LT	4WD	47693	54934
C13	Chevrolet	Silverado HD 2500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8
C13C	Chevrolet	Silverado HD 2500	Double	6'9"	2026	Truck	LT	2WD	N/A	N/A
C13D	Chevrolet	Silverado HD 2500	Double	6'9"	2026	Truck	LT	4WD	47303	56173
C13	Chevrolet	Silverado HD 2500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8
C13E	Chevrolet	Silverado HD 2500	Double	8'	2026	Truck	LT	2WD	N/A	N/A
C13F	Chevrolet	Silverado HD 2500	Double	8'	2026	Truck	LT	4WD	46755	55646
C13	Chevrolet	Silverado HD 2500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8
C13G	Chevrolet	Silverado HD 2500	Crew	6'9"	2026	Truck	LT	2WD	N/A	N/A
C13H	Chevrolet	Silverado HD 2500	Crew	6'9"	2026	Truck	LT	4WD	48533	57423
C13	Chevrolet	Silverado HD 2500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8
C13I	Chevrolet	Silverado HD 2500	Crew	8'	2026	Truck	LT	2WD	N/A	N/A
C13J	Chevrolet	Silverado HD 2500	Crew	8'	2026	Truck	LT	4WD	49767	58658
C14	Chevrolet	Silverado HD 3500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8
C14A	Chevrolet	Silverado HD 3500	Reg	8'	2026	Truck	LT	2WD	N/A	N/A
C14B	Chevrolet	Silverado HD 3500	Reg	8'	2026	Truck	LT	4WD	47130	56021
C14	Chevrolet	Silverado HD 3500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8
C14C	Chevrolet	Silverado HD 3500	Double	8'	2026	Truck	LT	2WD	N/A	N/A
C14D	Chevrolet	Silverado HD 3500	Double	8'	2026	Truck	LT	4WD	48023	56914
C14	Chevrolet	Silverado HD 3500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8
C14E	Chevrolet	Silverado HD 3500	Crew	6'9"	2026	Truck	LT	2WD	N/A	N/A
C14F	Chevrolet	Silverado HD 3500	Crew	6'9"	2026	Truck	LT	4WD	49673	58564
C14G	Chevrolet	Silverado HD 3500	Crew	8'	2026	Truck	LT	2WD	N/A	N/A
C14H	Chevrolet	Silverado HD 3500	Crew	8'	2026	Truck	LT	4WD	49853	58744

Provide a standard percentage (%) discount for additional Manufacturer Models not listed above or that may have not been released at the time of this bid. % 1

**NOTE: DISCOUNT PERCENT (%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP**

**Attachment GM5  
General Motors  
Emergency Services**

**Bidding Instructions:**  
Bidder must bid a trim/option level that meets or exceeds the minimum requirements. These requirements can be found on the Minimum Requirements Cover Sheet (Attachment A). Any alternative bid will be excluded from evaluation but may be incorporated into a resulting contract award.

Bid Code	Make	Model	Year or Current Production Year	Body style	Drive	Engine	Engine	Engine	
C19	Chevrolet	Silverado 1500 Special Service				5.3L EcoTec3 V8 engine			
C19A	Chevrolet	Silverado 1500 Special Service	2026	Truck	2WD	N/A			
C19B	Chevrolet	Silverado 1500 Special Service	2026	Truck	4WD	42583			
C20	Chevrolet	Silverado 1500 Police Pursuit				5.3L EcoTec3 V8 engine			
C20A	Chevrolet	Silverado 1500 Police Pursuit	2026	Truck	4WD	45663			
C21	Chevrolet	Tahoe Special Service				5.3L V8 engine			
C21A	Chevrolet	Tahoe Special Service	2026	SUV	4WD	52589			
C22	Chevrolet	Tahoe Police Pursuit				5.3L V8 engine			
C22A	Chevrolet	Tahoe Police Pursuit	2026	SUV	2WD	49753			
C22B	Chevrolet	Tahoe Police Pursuit	2026	SUV	4WD	52443			
C23	Chevrolet	Express Transport Van				4.3L V6 engine			
C23A	Chevrolet	Express Transport Van 2500	2026	Regular	RWD	36753	6.0L gas V8 engine		
C23B	Chevrolet	Express Transport Van 3500	2026	Regular	RWD	39933	38397		
C23C	Chevrolet	Express Transport Van 3500	2026	Extended	RWD	40653	41767		
<b>Electric Vehicle</b>									
C24	Chevrolet	Blazer EV Police Pursuit		SUV					
C24A	Chevrolet	Blazer EV Police Pursuit Vehicle	2026	SUV		20-amp relay	30-amp/40-amp relay	50-amp/100-amp	
						\$ 43,553	\$ 43,553	\$ 43,553	

Provide a standard percentage (%) discount for additional Manufacturer Models not listed above or that may have not been released at the time of this bid.

**NOTE: DISCOUNT PERCENT (%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP**

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ATTACHMENT GM 8  
GENERAL MOTORS (GM) - Options  
NON-CORE / CATALOG OPTIONS\*

If marked with (\*\*), provide manufacturer brochure or specification related documents.

Provide a Standard percentage (%) discount for additional options not listed or that may have not been released at the time of this bid.

NOTICE DISCOUNT PRECENTAGE SMALL BE OFF OF CURRENT MAKING ACTIVES MESSP

GM- Truck	Additional Key/ keyfob	Remote Vehicle Start	Protective Vinyl Body molding	Reverse Sensing System	Trailer/Towin & Package	Extra Cost Paint	Trailer Sway Control System	**Running Boards	Front/ Rear Splash Guards	**All Weather Floor Mats	Back up Camres	**Aluminum Toolbox	**All Season Tires	**Aluminum Bed Topper
C11 Chevrolet Colorado	450	N/A		STD	975	595				280	STD			
C11A Chevrolet Colorado	450	N/A		STD	999	595				280	STD			
C11B Chevrolet Colorado	450	N/A		STD	985	575				280	STD			
C11C Chevrolet Colorado	450	400	Call	STD	985	595				280	STD			
C12 Chevrolet Colorado	450	400		STD	985	595				280	STD			
C12A1 Chevrolet Silverado 1500	450	N/A		STD	995	595				280	STD			
C12A2 Chevrolet Silverado 1500	450	N/A		STD	995	595				280	STD			
C12B1 Chevrolet Silverado 1500	450	N/A	Call	STD	995	595				280	STD			
C12B2 Chevrolet Silverado 1500	450	N/A	Call	STD	995	595				280	STD			
C12C1 Chevrolet Silverado 1500	450	N/A		STD	995	595				280	STD			
C12C2 Chevrolet Silverado 1500	450	N/A	Call	STD	995	595				280	STD			
C12D1 Chevrolet Silverado 1500	450	N/A	Call	STD	995	595				280	STD			
C12D2 Chevrolet Silverado 1500	450	N/A	Call	STD	995	595				280	STD			
C12E Chevrolet Silverado 1500	450	400	Call	STD	995	595				280	STD			
C12F Chevrolet Silverado 1500	450	400	Call	STD	995	595				280	STD			
C12G Chevrolet Silverado 1500	450	400	Call	STD	995	595				280	STD			
C12H Chevrolet Silverado 1500	450	400	Call	STD	995	595				280	STD			
C12I Chevrolet Silverado 1500	450	400	Call	STD	995	595				280	STD			
C12J Chevrolet Silverado 1500	450	400	Call	STD	995	595				280	STD			
<b>GM- Truck</b>														
C11 Chevrolet Colorado	Front & Rear Splashguards	**Spray In Bed liner	**Lay in Bed liner	**Tonneau Cover soft	**Tonneau Cover Hard	**Utility Box SRW	**Utility Box Paint	**Snow plow V Plow	**Snow plow Prep Package	Integrated Brake Control System	Locking Tailgate	Sliding Rear Window	**Non Standard Gear Ratio	**Fiberglass Bed Topper
C11A Chevrolet Colorado		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C11B Chevrolet Colorado		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C11C Chevrolet Colorado		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C11D Chevrolet Colorado		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C12 Chevrolet Silverado 1500		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C12A1 Chevrolet Silverado 1500		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C12A2 Chevrolet Silverado 1500		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C12B1 Chevrolet Silverado 1500		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C12B2 Chevrolet Silverado 1500		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C12C1 Chevrolet Silverado 1500		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C12C2 Chevrolet Silverado 1500		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C12D1 Chevrolet Silverado 1500		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C12D2 Chevrolet Silverado 1500		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C12E Chevrolet Silverado 1500		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C12F Chevrolet Silverado 1500		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C12G Chevrolet Silverado 1500		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C12H Chevrolet Silverado 1500		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C12I Chevrolet Silverado 1500		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call
C12J Chevrolet Silverado 1500		475		Call	Call		Call	Call	Call	985	STD	N/A	N/A	Call



Provide a standard percentage (%) discount for additional options not listed or that may have not been released at the time of this bid.  
 NOTE: DISCOUNT PERCENTAGE SHALL BE ONE OF COMMENTS MANUFACTURER RESP

If marked with (\*\*), provide Manufacturer Brochure or specification related documents.

ATTACHMENT GM 9  
 GENERAL MOTORS (GM) - Options  
 \*NON-CORE/ CATALOG OPTIONS\*

GM-Truck	Additional Key/Keyboard	Remote Vehicle Start	Protective Vinyl Body Molding	Reverse Sensing System	Trailer/Towing Package	Extra Cast Paint	Trailer Sway Control System	**Rumbling Boards	Front/Rear Splash Guards	**All Weather Floor Mats	Back up Camera	**Aluminum Toolbox	**All Season Tires	**Aluminum Bed Topper
C13 Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13A Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13B Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13C Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13D Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13E Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13F Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13G Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13H Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13I Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13J Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13K Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13L Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13M Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13N Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13O Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13P Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13Q Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13R Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13S Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13T Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13U Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13V Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13W Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13X Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13Y Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C13Z Chevrolet Silverado HD 2500			Call					Call	Call	Call		Call		Call
C14 Chevrolet Silverado HD 3500			Call					Call	Call	Call		Call		Call
C14A Chevrolet Silverado HD 3500			Call					Call	Call	Call		Call		Call
C14B Chevrolet Silverado HD 3500			Call					Call	Call	Call		Call		Call
C14C Chevrolet Silverado HD 3500			Call					Call	Call	Call		Call		Call
C14D Chevrolet Silverado HD 3500			Call					Call	Call	Call		Call		Call
C14E Chevrolet Silverado HD 3500			Call					Call	Call	Call		Call		Call
C14F Chevrolet Silverado HD 3500			Call					Call	Call	Call		Call		Call
C14G Chevrolet Silverado HD 3500			Call					Call	Call	Call		Call		Call
C14H Chevrolet Silverado HD 3500			Call					Call	Call	Call		Call		Call

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